



LOCAL HEAD OFFICE
111/1, PANDIT JAWAHARLAL NEHRU MARG,
BHUBANESWAR ORISSA-751 001

Part – I

(Technical Bid)

TENDER FOR ELECTRICAL LOW TENSION OPERATION AND MAINTENANCE CONTRACT AT LOCAL HEAD OFFICE, BHUBANESWAR, BANK HOUSE, DGM'S APARTMENT, NAGESWAR TANGI SENIOR OFFICER'S GUEST HOUSE, STAFF QUARTERS AT SASTRINAGAR & BHOUMANAGAR INCLUDING DG & SUB-STATION MAINTENANCE AT QUARTERS

(E-tender auction)

Tender No. P&E/BHU/2024-25/32

Dated 21.11.2024

Eligibility Criteria: SBI (LHO, Bhubaneswar) approved Electrical contractor under LT category **Group-EA & EB category (newly empanelled in the year 2024)** are only eligible to participate in this tender. Vendor/Contractor should possess valid digital signature for this e-tender.

TENDER SUBMITTED BY:

NAME : _____
ADDRESS : _____

GSTIN NO : _____
DATE : _____

NOTICE INVITING TENDERS

SBI Local Head Office, Premises and Estate department, 2nd Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 E- Tenders for from the Bank's empaneled Electrical contractors for Electrical Low Tension Operation and Maintenance Contract at LHO, BBSR, Bank House, DGM's Quarters, Nageswar Tangi Senior Officer's Guest House, Staff quarters and Officer's Guest House at Sastrinagar & Bhoumanagar including the DG & Sub-station maintenance at Quarters.

The other details of the tender are as under:

1.	Name of Work	Electrical Low Tension Operation and Maintenance Contract at LHO, BBSR, Bank House, DGM's Quarters, Nageswar Tangi Senior Officer's Guest House, Staff quarters and Officer's Guest House at Sastrinagar & Bhoumanagar including the DG & Sub-station maintenance at Quarters.
2.	Type of Contract	Operation & maintenance Contract
3.	Eligibility of criteria	SBI (LHO, Bhubaneswar) approved Electrical contractor under LT category (Group-EA & EB (newly empanelled in the year 2024)) are only eligible to participate in this tender. Vendor/Contractor should possess valid digital signature for this e-tender.
4	Estimated Amount (in Rs.)	Rs.33,28,315.59 + GST per Year
5	Availability of Tender document.	21.11.2024 to 28.11.2024 from Bank's website " https://www.sbi.co.in/portal/web/home/procurement-news " and www.tenderwizard.com/SBI ETENDER
6	Earnest Money Deposit (EMD)	Rs.33,300/- (Rupees Thirty Three Thousand Three Hundred Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "State Bank of India" Payable at " Bhubanewar " which is to be submitted in original in a separate envelope superscribing "EMD". Those empaneled electrical contractor's under LT category submitted their one time EMD the Bank towards LT category EA, EB category (newly empanelled in the year 2024), need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope superscribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected. EMD shall be converted into Security Deposit for successful Contractor, whose tender is accepted. However, vendors having registered in MSME/NSIC are exempted for submission of EMD amount

7	Security Deposit	The successful bidder shall pay interest free an amount equivalent to 10% of the Annual Contract Value on acceptance of tender, as Security Deposit within 7 days of awarding of the contract.
8	Pre bid meeting	Optional
9	Last date, time and place for submission of online Technical Bid.	<p>SBI (LHO, Bhubaneswar) approved Electrical contractor under LT category (Group-EA & EB (newly empanelled in the year 2024)) are required to upload the scan copies of following document online on service provider portal i.e www.tenderwizard.com/SBI ETENDER on or before 28.11.2024 upto 14:00 Hrs:</p> <p>(i) Process Compliance form in company letter head duly signed and stamped by authorize representative.</p> <p>(II) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.</p> <p>iii) Copy Earnest Money Deposit (EMD)/One time EMD copy/ copy of valid MSME/NSIC certificate..</p> <p>However, the physical EMD/copy of One time EMD / copy of the valid NSIC or MSME certificate to be submitted on or before last date & time in sealed envelope at our SBI office address mentioned in Sr. No. 20</p> <p>Tenders received without any one or more document mentioned above shall be rejected.</p> <p>After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</p>
10	Last date, time and Mode of submission of <u>Online Price Bid</u>	<p>The Price Bid to be uploaded/submitted online on service provider portal i.e www.tenderwizard.com/SBI ETENDER on or before 28.11.2024 upto 14:00 Hrs</p> <p>The bidder (Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from: <u>Service provider:</u> M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, <u>3rd Stage, 4th Block,</u> Bangalore – 560079.</p>

		<p>Ph: - 080-49352000 / 40482000 Fax: - 080-49352034</p> <p>Help Desk: 9073677150/ 151/ 152/ 9674758506/ 9674758723/ 26/ 033 4604 6611</p> <p>Contact Person: Mr. Kushal Bose Mobile no. 07686913157 / 09674758723 (On working days-9 hours–18 hours) e-mail: kushal.b@antaressystems.com/siddharthasundar.m@antaressystems.com</p>
11	Date, Time and Place of opening of Online Technical Bid.	<p>Online Technical bid (Part-1) at our Office: on 28.11.2024 at 14:30 Hrs</p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.</p>
12	Date, Time and Place of opening of Online Price Bid.	The online Price bid (Part-2) of only technically qualified bidder shall be opened at our office on 28.11.2024 at 15:00 Hrs.
13	Validity for Offer	3 (Three) Months from the Date of Opening of Price-Bid
14	Duration of the Contract	The contract would be initially for a period of 1 year from the date of commencement of work. It can be extended further for 2 years on the same terms and conditions subject to satisfactory performance review by the Bank annually.
15	Deduction of income tax and GST	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> 1. Contractor should have GST Registration Number 2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision 3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor

16	Terms of payment	<p>i) The Contractor will submit the bill for the services rendered, within five days of the month end to the Bank, who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that the service provided to the Bank is in order. The payment as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has the cleared/paid all his dues, viz. labor Payments etc. as required to be paid/ payable by him under any law for the time being in force. Delay in payment of wages to its employee and/ or delay in submission of bills to the Bank will invoke the Penalty clauses as noted in tender.</p> <p>ii) The GST Number of State Bank of India for Bhubaneswar is 21AAACS8577K1Z1</p> <p>iii) Payment shall be made by way of Electronic fund transfer and the bill will be by LHO.</p>
17	Penalty	<p>The Contractor needs to operate and maintain all the equipment's & distribution network in healthy conditions so that the official concerned/occupants in the residential buildings are not affected. The failure to ensure routine operation & maintenance and providing timely service to the concerned establishment or any other irregularities observed, the Contractor shall pay a sum of Rs.10,000/- per incidence, which shall be recovered from his monthly bill by the Bank.</p>
18	Liquidated damages.	<p>Whenever the Bank found that the work is not up to mark in any section and the same is not corrected/improved to the satisfaction of the Bank within one hour of bringing the same to the notice of the Supervisory staff of the Contractor, an amount equivalent to two days of contract amount, subject to a minimum of Rs.10,000/- (Rupee Ten thousand only) will be levied as liquidated damages per day.</p>
19	Wages of the workers and Taxes payable.	<p>As per Central Govt. wages & taxes revised time to time.</p>
20	Contact Person, Phone No of officials.	<p><u>AGM (P&E)</u></p> <p>Ph NO: 0674-2394637 Email: agmpre.lhobhu@sbi.co.in</p> <p><u>For Technical queries:</u> Shri Tapan Kumar Behera Manager (Elect.) Email :tapan.behera1@sbi.co.in Phone :0674-2600675</p>

	Notes:
a)	Contractors who are empanelled under SBI Bhubaneswar Circle under electrical works LT Category (newly empanelled in the year 2024) of appropriate group are eligible for the above mentioned work.
b)	Any abnormal increase from the quoted price / cost will not be acceptable.
c)	The Bank reserves the right to reject any or all the tenders without assigning any reason.
d)	<p>Electronically Sealed e-tenders are invited from the Bank's Empaneled Contractors as mentioned in NIT in two parts, i.e. Technical Bid and Price Bid separately. Technical Bid and Price Bid to be submitted online on the website www.tenderwizard.com/SBIETENDER.</p> <p>** No bid shall be accepted offline.</p> <p>(a) Technical Bid: "Electronic Format of Technical Bid" shall contain the following documents:</p> <p>(i) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.</p> <p>(ii) Scan copy of process compliance form along with company seal and signature should be uploaded online.</p> <p>Technical Bid will be opened as per above mentioned date & time in the presence of Tenderers who desire to attend. The tenderers can view the Tender opening details through their respective log in Ids on the above mentioned e-tender portal (Website).</p> <p>(b) Price Bid: Shall contain the Electronic format of Price Bid. No condition/ stipulation in Cover-II other than unconditional general rebate shall be accepted.</p> <p>Price Bid will be opened only of those bidders who are successfully in Technical Bid after through scrutiny.</p>
e)	The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.
f)	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.
g)	In case of a tie , SBI reserves the right at its exigency to exercise any one of the below mentioned options for emulating the L1 bidder. No claims in this regard will be entertained.

	(a) Bank may ask sealed bid from the vendors stand L1. (b) Bank may scrap the tender and re-invite afresh.
h)	The Bank reserves the right to reject all tenders without assigning any reason whatsoever.
i)	Conditional tenders shall be summarily rejected.

Assistant General Manager (P&E)

E-TENDERING INSTRUCTIONS TO BIDDERS

General

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

Instructions

1. Tender Bidding Methodology:

Electronically Sealed Bid System – Two Stage – Online Technical seal bid and price bid

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)

2. Register on the e-Procurement portal www.tenderwizard.com/SBIETENDER .

(The contractors need to upload scan copy of their valid empanelment letter in the portal otherwise their registration would be cancelled)

3. Create Users and assign roles on the above portal

4. View Notice Inviting Tender (NIT) on the above portal

5. Download Official Copy of Tender Documents from the above portal

6. Clarification to Tender Documents on the above portal

7. Bid-Submission on the above portal

8. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal

– Opening of Technical-Part

9. Post-TOE Clarification on the above portal (Optional)

– Respond to SBI’s Post-TOE queries

10. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal

– Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

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

4. Registration

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

Note: After successful submission of Registration details please contact to the Help desk of the portal to get your registration accepted/activated.

Help Desk:

Contact Person: Mr. Kushal Bose / Mr. Siddhartha Mondal

Mobile no. 07686913157 / 09674758723 (On working days-9 hours–18 hours)

e-mail: kushal.b@antaressystems.com / siddharthasundar.m@antaressystems.com

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

The entire bid-submission would be online on the portal.

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

6. Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for ‘Public/Limited Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their

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

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

7. Minimum Requirements at Bidders end

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

Process Compliance Form

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

To

Date:

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

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

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for **ELECTRICAL LOW TENSION OPERATION AND MAINTENANCE CONTRACT AT LOCAL HEAD OFFICE BHUBANESWAR, BANK HOUSE, DGM'S APARTMENT, NAGESWAR TANGI SENIOR OFFICER'S GUEST HOUSE, STAFF QUARTERS AT SASTRINAGAR & BHOUMANAGAR INCLUDING THE DG & SUB-STATION MAINTENANCE AT QUARTERS VIDE Tender No. P&E/BHU/2024-25/32 dated 20.11.2024**

This letter is to confirm that:

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

- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Price Bid and the format as requested by SBI / ASL.
- 9) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization

ARTICLES OF AGREEMENT

THIS AGREEMENT made and executed at Bhubaneswar on this ____ day of March 2019 between **STATE BANK OF INDIA**, a body corporate constituted under the State Bank of India Act. 1955 having its Corporate office at Madame Cama Road, Mumbai-400021 and one of its local Head Office at III/1, Pt. Jawaharlal Nehru Marg, Bhubaneswar-750001 represented by its **Asst General Manager (P&E) Dept.** (hereinafter referred to as "the Bank" which expression shall include whichever the context so permits its successor and assigns) of the ONE PART.

AND

M/s _____, a _____ firm represented by its _____, aged about _____ years, having his office at _____ (hereinafter referred to as "the CONTRACTOR" which expression shall include whichever the context so permits its/his successor and assigns) of the OTHER PART.

WHEREAS the Bank has invited Tenders from empanelled Electrical Contractors for rendering/carrying out Electrical low Tension Operation and maintenance contract at Bank's Local Head Office at Pt. Jawaharlal Nehru Marg, Bhubaneswar, Bank House at Unit-II, Bhubaneswar, DGMs Apartment at Unit-I, Bhubaneswar, Senior Officers' Guest House at Nageswar Tangi, Bhubaneswar, Staff Quarters at Sastrinagar & Bhoumanagar, Bhubaneswar including the sub-station maintenance at Staff & DGMs Quarters, as described in the Schedule-I (Establishment) as per requirement here under.

AND WHEREAS the contractor has deposited with Rs.....as security deposit for the due performance of the Agreement

AND WHEREAS the Contractor being the successful bidder, has offered his services for a consideration more fully described in details in Schedule-I & II hereto.

AND WHEREAS pursuant to the acceptance of the offer, the parties hereto are desirous of entering in to an agreement being these presents on the various terms and conditions hereinafter appearing.

NOW IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between the parties hereto as follows:

1. The Contractor shall arrange for the service at the Establishment. He shall adhere to the Schedule as to the time and work to be performed as described more specifically in the Schedule-I & II hereunder.

2. The charges for rendering the services payable by the Bank to the Contractor shall be **Rs. _____/- (Rupees _____ only)**

exclusive of all taxes, the details of which are mentioned in Price bid to this agreement. However, the taxes required to be paid by the contractor shall be reimbursed by the Bank on production of receipts to that effect evidencing such payments. This Agreement is for providing the services and is not for supply of Contract labour and that the persons employed by him for providing the services more fully described in Schedule-II shall be the employees of the Contractor and not of the Bank.

NATURE OF DUTIES

As per the scope of the work mentioned in the tender

1. The daily and periodical Operation & Maintenance of L.T. Installation of L.H.O. building, Bank House, DGMs Apartment, Senior Officer’s Transit House and Staff quarters at Sashttrinagar & Bhoumanagar and the Bank’s own DG set at DGM’s quarters and the three nos. of Substations at the Staff quarters and DGM’s quarters, shall be the sole responsibility of the Contractor. The contractor shall make all arrangement for smooth execution of work.
2. The contractor shall maintain three under mentioned registers, which shall be checked/ verified by the Engineer-in-charge or Bank’s official concerned before release of the bill to the contractor.

SL. NO.	REGISTER DETAILS	DESCRIPTION
01.	ATTENDANCE/Wage REGISTER	Attendance of Electricians/ workers to be noted and checked by the officials concerned on daily basis. The contractor should install a Bio-metric attendance System at his own cost. Bank will provide only UPS supply for this.
02.	PREVENTIVE MAINTENANCE REGISTER	Record of PM should be noted for each month and to be checked before release of the monthly bill.
03.	ROUTINE/ EMERGENCY MAINTENANCE REGISTER	Break down/ emergency maintenance to be recorded and checked before release of the bill.

3. All the tools and tackles required for operation and maintenance services should be arranged by the contractor at his own cost and expenses. Besides these, the additional tools, if any, required during the breakdown shall also be arranged by the contractor at its own cost and expenses. All the material used for service should be certified ISI mark and or as per the brand names/others as may be specified by the Bank and materials should be of high quality and to the satisfaction of the Bank and shall be procured from reputed dealers/shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purposes.

4. The healthiness of overall Electrical network is sole responsibility of the contractor. The repairing/ maintenance works required, if any, should be carried out by the contractor in advance as preventive measure to get rid of any interruption to Bank officials at LHO & residents in the residential buildings/Apartments & Guest House. The contractor shall be responsible to identify the defects bring it to the notice of the Bank before its replacement. Bank shall reimburse the cost of the material replaced by the contractor. **The contractor shall not claim any labour charges and overhead expenses and profit in this regards.**
5. The contractor shall also ensure all routine and preventive maintenance services of all L.T. installation, Generator set and Transformers at the scheduled establishments and failure of any electrical equipments shall be replaced by him at his own cost, if in the opinion of the Bank, the damage has occurred due to the negligence of the contractor or its employee. The decision of the Bank, in this regards, shall be final, conclusive and binding on the contractor and the contractor shall make good the losses at his own cost.
6. Any damage due to mishandling of the installation, recovery shall be made from the contractor's bill and/or performance guarantee.

Responsibilities:-

7. The contractor shall ascertain the inspection fees from appropriate authority of the Govt. and collect the same from the Bank and ensure the timely deposit of the same. The contractor shall ensure timely inspection by the Electrical inspector / Asst. Electrical Inspector, Govt. of Orissa and failure to undertake such as required, the contractor shall be held responsible for the observations of the Electrical Inspector/ Asst. Electrical inspector and shall be liable to compensate the loss, if any, to the Bank for such failure.
8. The contractor shall be responsible and liable for the safety of the persons engaged by him and provide them Dress Uniform and all the safety instrument including shoes, apron, gloves, discharge rod and any other equipment required for the purpose.
9. **Penalty: -**

The Contractor needs to operate and maintain all the equipment's & distribution network in healthy conditions so that the official concerned/occupants in the residential buildings are not affected. The failure to ensure routine operation & maintenance and providing timely service to the concerned establishment or any other irregularities observed, the Contractor shall pay a sum of Rs.10,000/- per incidence, which shall be recovered from his monthly bill by the Bank.

10. Liquidated Damages:

Whenever the Bank found that the work is not up to mark in any section and the same is not corrected/improved to the satisfaction of the Bank within one hour of bringing the same to the notice of the Supervisory staff of the Contractor, an amount equivalent to two days of contract amount, subject to a minimum of Rs.10,000/- (Rupee Ten thousand only) will be levied as liquidated damages per day.

11. The contractor shall always have on his active roll the services of sufficient number (as indicated in Schedule- II) of able, efficient, clean, healthy, honest, well-behaved and Hi skilled/ skilled/ semi-skilled/ un-skilled persons including qualified technocrat or supervisory staff for rendering services at the Establishment.
12. The contractor shall engage adequate number of person (medically fit) to fulfill the work assigned during the currency of this agreement. **In case of absence, leave etc. of any person deployed by the contractor, the contractor shall engage competent substitutes to fill up the vacancy due to such absence, leave etc, who can perform the operation and maintenance services satisfactorily.**
13. The contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services having minimum qualification of degree/diploma in Electrical Engineering having license for supervisory competency certificate from Electrical Board of Orissa with minimum of experience of six years in operation and maintenance of L.T. installation, who will personally supervise and check the working of the electricians engaged by the contractor.
14. The contractor shall be responsible for good conduct and performance on the part of his personal and the part of his personnel and the contract shall and be deemed, for all legal and contractual purposes, the employee or the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized officer of the Bank/Establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the Bank or its customers or third parties.
15. The contractor shall strictly comply with Labor and some other statutory law in relation to the Service provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privities of Contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claim or demands in respect of any matter or any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claim or demand of the said personnel so engaged, under any law for the time being in force.
16. The Contractor shall be responsible for training, allotment of duties, hour of work and timings to the engaged personnel for the purpose. The Contractor shall alone have the right to exercise control, give directions and manage the personnel engaged, for the purposes.
17. The Contractor shall ensure excellent standard of Operation and maintenance of LT switchgears and also ensure that the entire equipment are kept cleaning, greasing, testing on routine basis. The maintenance of all the control panels installed in the establishment will also have to be done by the Contractor.

18. The Contractor shall discharge his obligation under these presents most diligently, efficiently and honestly.
19. The Contractor shall bear all cost and expenses and stamp duty in respect of all Agreement that may be entered into with the Bank to give effect to this arrangement.
20. Bank shall pay all taxes, or whatsoever as may be imposed by the State/Central Government(s) or any local body and any increase of minimum wages or statutory dues for and in connection with the rendering services.

21. **Termination clause:-**

The Contractor will be obligated to meet the Engineer concerned of the Premises Department at least once in a month for assessing and monitoring the quality of the service rendered by him as per the terms of this agreement. The Contractor shall comply with such observation/feedback made and furnished by the bank for improvement of the services rendered by him. **However, the continuance of the contract shall be subject to review of performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate the contract under these presents by giving seven days' notice to the Contractor without incurring any further liability therefor. In case the contractor wish to terminate from its end, he can do so by serving one month prior notice to the Bank, after necessary approval from the Bank only.**

22. **Contract period:-**

The agreement shall come into force and be effective from Dt. _____ for a period of 3 (three) Years and expires on _____, subject to the review of satisfactory performance as mentioned herein above. This agreement shall be terminated by efflux of time or earlier by giving seven days' notice at the option of the Bank in the event of unsatisfactory performance and/ or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the Contractor under these presents.

23. The Contractor undertakes, accepts and admits absolute and responsibility for the service conditions, claim, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirement of all the statutory obligations, duties and liabilities (including insurance) and to pay all such claim, cost, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and Keep the Bank indemnified from and against all such claims, demands, costs, charges, fines, or penalties and compensation etc. if any as aforesaid.

24. **Indemnity clause:-**

The Contractor shall at all times indemnify and keep indemnified the Bank and its officers, servants and agents from and against all third party claims, whatsoever

including not limited to property loss and damage, personal accident, injury or death of person of any sub-vendor or the servants of agents of the vendor, any sub-vendors and/ or the owner. The Contractor shall be at his own cost and initiative at all times maintain all liabilities under workman's compensation Act/ Fatal Accident Act, Personal Injuries Act and/ or their industrial legislation from time to time in force.

25. The Contractor shall arrange and pay for policy under the public Liability Insurance Act,1991 and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and used by the Contractor during the course of the maintenance services under these presents.

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

27. **Payment of Bill:-**

The Contractor will submit the bill for the services rendered, within five days of the month end to the Bank, who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that the service provided to the Bank is in order. The payment as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has the cleared/paid all his dues, viz. labor Payments etc. as required to be paid/ payable by him under any law for the time being in force. **Delay in payment of wages to its employee and/ or delay in submission of bills to the Bank will invoke the Penalty clauses as noted in para (11) of this agreement.**

28. The Bank further reserves right to delete or reduce any item for sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

29. All questions relating to the performance of the obligation under this agreement and to the quality of materials used in respect of this services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out or relating to this agreement or payment to be made in pursuance thereof shall be referred to **DGM & Circle Development Officer** in the Bank, whose decision shall be final, conclusive and binding on the contractor.

30. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set-off against the bills raised by the contractor and paid to the respective government departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.

31. **Labour laws** :- The contractor shall be responsible to register himself and obtained valid license under the contract labour (Regulation & abolition) act, 1970 (Central) and rule there under 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 the act/rules and the contractor shall indemnify the Bank against the penalties/ claims or for any default on their part. The contractor also shall follow E.P.F. rules, E.S.I. and obtained necessary permit from the appropriate authority. The bank shall not responsible for any penalty levied by the statutory authority.
32. The contractor shall posses, for the entire duration of these Contract, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under contractor Labour (Regulation and Abolition Act, 1970) and rules there under. The contractor shall comply with all rules and regulation in force under the said Act and rules. The contractor shall comply with all applicable laws, rules and regulations relating to EPF, ESI, Bonus, Minimum Wages or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall be dealt with and settled by the contractor.
33. The contractor shall in term of the provisions of section 16, 17 and 18 of the contract Labour. (Regulation & Abolition Act, 1970) and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provision, the Bank may provide the same when called upon to do so by the competent Authorities and deduct the expenses incurred thereof from the bills of the contactor without prejudice to its other rights and remedies under these Contract. The contractor shall be responsible for proper maintenance of all Registers, records and Accounts so for these relate to the compliance of any all statutory provisions/ obligations.
34. In term of the provision of the aforesaid contract Labour (Regulation & Abolition Act,1970) and Rules 72 and 73 of the rules framed there under, the contractor shall disburse the minimum wages payable to its personnel to their respective Bank accounts and shall obtain due certification to that effect from its employee. Hence each bill must be enclosed with Bank account statements of the Contractor's employee for compliance of the payment made. Any violation of the aforesaid provision of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.
35. The contractor shall advice the names of the workmen deployed along with required qualification and copy of valid license to the bank. The payment to the workmen shall be made as per the contract labour act, 1970 as applicable entered in register.
36. The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its rights and remedies to terminate this contract.

37. The contractor shall be responsible for any loss due to theft/ pilferage and/ or damage to the Bank's property, when such damage is in the opinion of the Bank caused due to negligence, carelessness or any fault on part of the contractor or his workmen/ employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.
38. If during the currency of the contract, any statutes, rules/ Govt. notification prohibits employment contract labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the contractor or his workmen employees.
39. Any indulgence, forbearance or waiver granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
40. The courts in Bhubaneswar city Orissa alone shall have jurisdiction in respect of any matter touching these presents.
41. Nothing contained in these presents is intended nor shall be a grant, demise or assignment in law of the premises of the articles/equipments or any part thereof by the Bank to the contractor and or its personnel and they shall vacate and handover the same in good working condition and upon and termination of presents either by efflux of time or otherwise.

Witness

1.

Signature
On behalf of SBI

2.

Witness

1.

M/s _____

2.

Proprietor

INSTRUCTIONS TO THE TENDERERS:

1.0 Scope of Work

Online Tenders are invited for SBI for “Electrical Low Tension Operation and Maintenance Contract at LHO, BBSR, Bank House, DGM’s Quarters, Nageswar Tangi Senior Officer’s Guest House, Staff quarters and Officer’s Guest House at Sastrinagar & Bhoumanagar including the DG & Sub-station maintenance at Quarters.”

1.1 Site and Its Location

The proposed work is to be carried out at SBI LHO building at Bhubaneswar.

2.0 Tender Documents

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

2.1 (a) Instructions to tenderers

2.1 (b) General Conditions of Contract

2.1 (d) Terms and condition for the service provider

2.1 (e) Priced Bid

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

- a. Price Bid
- b. Terms and condition for the service provider
- c. General Conditions of Contract
- d. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from www.sbi.co.in (link) <Procurement News>

3.0 SITE VISIT

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work/Service. The Tenderer is requested satisfy himself regarding the availability of power, transport and communication

facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc;

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

4.0 EARNEST MONEY

4.1 The tenderers are requested to submit the Earnest Money of **Rs.33,300/- (Rupees Thirty Three Thousand Three Hundred Only)** in the form of Demand Draft or Banker's Cheque in favour of "SBI" payable at "Bargarh" drawn on any Scheduled Bank in India. Contractors deposited one time EMD in SBI P & E Department, LHO Bhubaneswar are exempted and may attach scan copy of EMD. However, vendors having registered in MSME/NSIC are **exempted** for submission of EMD amount.

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

4.3 No interest will be paid on the EMD.

4.4 After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 INITIAL SECURITY DEPOSIT.

NA

6.0 SECURITY DEPOSIT

The successful bidder shall pay interest free an amount equivalent to 10% of Annual Contract Value, as Security Deposit.

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for SBI in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach. The security deposit will be refunded only after satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited.

The retention cum security money will be interest free.

7.0 SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract with SBI by signing an agreement and conditions of contract attached herewith within **7 days** from the receipt of intimation of acceptance of his tender by the SBI. However, the written acceptance of the tender by the SBI will constitute a binding agreement between the SBI and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 DURATION OF THE CONTRACT:

The contract would be initially for a period of 1 year from the date of commencement of work. It can be extended further for 2 years on the same terms and conditions subject to satisfactory performance review by the Bank annually.

9.0 VALIDITY OF TENDER : 3 Months

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

10.0 PENALTY

The Contractor needs to operate and maintain all the equipment's & distribution network in healthy conditions so that the official concerned/occupants in the residential buildings are not affected. The failure to ensure routine operation & maintenance and providing timely service to the concerned establishment or any other irregularities observed, the Contractor shall pay a sum of Rs.10,000/- per incidence, which shall be recovered from his monthly bill by the Bank

11.0 RATES AND PRICES

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

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

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

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

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

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totalled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, etc.

12. TERMS OF PAYMENT:

The Contractor will submit the bill for the services rendered, within five days of the month end to the Bank, who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that the service provided to the Bank is in order. The payment as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has the cleared/paid all his dues, viz. labor Payments etc. as required to be paid/ payable by him under any law for the time being in force. **Delay in payment of wages to its employee and/ or delay in submission of bills to the Bank will invoke the Penalty clauses as noted in para (11) of this agreement.**

13.0 TERMINATION:

The Contractor will be obligated to meet the Engineer concerned of the Premises Department at least once in a month for assessing and monitoring the quality of the service rendered by him as per the terms of this agreement. The Contractor shall comply with such observation/feedback made and furnished by the bank for improvement of the services rendered by him. **However, the continuance of the contract shall be subject to review of performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate the contract under these presents by giving seven days' notice to the Contractor without incurring any further liability therefor. In case the contractor wish to terminate from its end, he can do so by serving one month prior notice to the Bank, after necessary approval from the Bank only.**

14. Liquidated Damages:

Whenever the Bank found that the work is not up to mark in any section and the same is not corrected/improved to the satisfaction of the Bank within one hour of bringing the same to the notice of the Supervisory staff of the Contractor, an amount equivalent to two days of contract amount, subject to a minimum of Rs.10,000/- (Rupee Ten thousand only) will be levied as liquidated damages per day.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/SBI and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

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

1.1.2 ‘**Architects/Consultants**’ shall mean

1.1.3 ‘**Site Engineer**’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.4 ‘**The Contractor**’ shall mean the Bank’s empanelled AC vendor undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

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

1.1.6 ‘**Engineer**’ shall mean the representative of the SBI/Architect/consultant.

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

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

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

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

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for SBI in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach. The security deposit will be refunded only after satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited. The retention money will be interest free.

2.0 Language Errors, Omissions and Discrepancies

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

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

3.0 Penalty

The Contractor needs to operate and maintain all the equipment's & distribution network in healthy conditions so that the official concerned/occupants in the residential buildings are not affected. The failure to ensure routine operation & maintenance and providing timely service to the concerned establishment or any other irregularities observed, the Contractor shall pay a sum of Rs.10,000/- per incidence, which shall be recovered from his monthly bill by the Bank.

.4.0 Permits, Laws and Regulations

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

5.0 Protection of works and property

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and relevant building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work.

6.0 Damage to persons and property

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

6.1 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 15 of this clause.

6.2 Accident or Injury to Workmen

The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any

workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

7.0 DURATION OF THE CONTRACT:

The contract would be initially for a period of 1 year from the date of commencement of work. It can be extended further for 2 years on the same terms and conditions subject to satisfactory performance review by the Bank annually.

08.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to provide CAMC service.

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971(Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- ix) Any other Act or enactment relating thereto and rules framed there under from time to time.

9.0 Force Majeure:

9.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other

cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

9.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

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

SCOPE OF THE WORKS TERMS AND CONDITIONS:

LOCAL HEAD OFFICE, BHUBANESWAR- WORKING HOURS

- 1) One Electrician capable to handle the aforesaid job must be available in two shifts i.e; 6AM to 2PM & 2PM to 10PM every working day.
- 2) One helper/ unskilled person should be invariably engaged with each wireman/ electrician in each shift. During duty hours, all these members should attend the faults at the concerned locations on priority.
- 3) One Lift operator in each shift capable to handle the operation of all the lifts at LHO must be available in two shifts i.e; 6AM to 2PM & 2PM to 10PM every working day.
- 4) **The duty hours of the workman/Technician etc. should not exceed 8 Hours per shift per day. The company/firm has to comply the labour Act. of maximum 26 shift duty/person/month limit.**

5) BANK HOUSE, DGM's QUARTERS, NAGESWAR TANGI SENIOR OFFICER'S GUEST HOUSE, STAFF QUARTERS & OFFICERS GUEST HOUSE AT SASTRINAGAR & BHOUMANAGAR- WORKING HOURS

- 1) One Electrician/ wireman each for Bank house & DGM's Quarters capable to handle the aforesaid job must be available from 6AM to 10PM.

- 2) Two helpers/ unskilled persons should be invariably engaged with one wireman/ electrician for Nageswar Tangi Senior Officer's Guest House, Staff quarters & Officer's guest house at Sastrinagar & Bhoumanagar from 6AM to 10PM everyday. During duty hours, all these members should attend the faults at the concerned locations on priority.
- 3) **The duty hours of the workman/Technician etc. should not exceed 8 Hours per shift per day. The company/firm has to comply the labour Act. of maximum 26 shift duty/person/month limit**

NATURE OF DUTIES:-

- 1) The contractor will be responsible to arrange for operation and maintenance of all the Electrical power panels & the total distribution network, switches & circuits including the water pumps and HT substations/ RMUs for residential quarters, office etc. on routine basis and also in emergency as and when required. The operation of five nos. of lifts at LHO, BBSR and one lift at DGM's Quarters and their power supply etc are the responsibility of the contractor.
- 2) However the healthiness of overall Electrical network is sole responsibility of the contractor. The repairing maintenance/ modification works required (if any) should be carried out by contractor in advance as preventive measure to get rid of any interruption to Bank/ residents in the quarters. The works shall be executed to the entire satisfaction of the Engineer-in-charge/ Bank official concerned. The contractor shall be responsible to identify the defects bring it to the notice of the Bank before its replacement. Bank shall reimburse the cost of the material replaced by the contractor. **The contractor shall not claim any labour charges and overhead expenses and profit in this regards.**
- 3) Any damage due to mishandling of the installation, recovery shall be made from the contractor's bill/ performance guarantee.
- 4) The contractor should maintain three registers as noted below:

SL.NO.	REGISTER NAME	DESCRIPTION
01.	ATTENDANCE/WAGE REGISTER	Attendance of electricians/ workers to be noted and checked by official concerned on daily basis.
02.	PREVENTIVE MAINTENANCE (PM) REGISTER	Record of PM should be noted for each month. To be checked before release of monthly bill.
03.	ROUTINE/ EMERGENCY MAINTENANCE REGISTER	Break down/ emergency/ post facto maintenance to be recorded and checked before release of bill.

- 5) The contract can be terminated by the contractor with one month notice, after necessary approval from the Bank.
- 6) The contractor must intimate the address of his office and residence along with land and mobile numbers.
- 7) The contractor will have to make timely payment (i.e; within 5days of the due date) to the workers engaged for the contract, failing which the authority has sole rights to withhold the bill of the contractor until finalization of irregularity observed.
- 8) For accident/ miss-happening at site with the workers engaged, the contractor will be liable to Bank.
- 9) In case of absence of any hikilled/skilled/ semi-skilled/ un-skilled worker in any shift/ day, recovery as per prevailing wages rate per person will be made available from the contractor's bill.
- 10) In case the workers engaged are not delivering the satisfactory performance, the contractor will have to replace him/ them immediately; otherwise such person will not be allowed to enter in our premises and will be treated as absent and recovery shall be made as per clause no (09) above.
- 11) **DG Set:** Complete preventive maintenance of DG sets which includes regular general checkup such as checking of coolant level,oil level, fuel system starting system etc to be carried out. Servicing to be carried out through OEM or authorized dealer of supplier.
- 12) **DP structure :** Maintenance of 11KV 4 pole structure, AB switch, HG Fuse, greasing of moving parts 33KV cable termination and , Checking of insulators against crack,

PAYMENT TERMS:-

- 1) Bank will pay the monthly contract amount every month on satisfactory completion of work, after deduction of taxes & penalty/ dues (if any) as required. However the wages shall be paid to the Hi-skilled/skilled/ semiskilled/ un-skilled workers as per the schedule of rates fixed by Govt. of India time to time.
- 2) The EPF, ESI & GST shall be paid as per Govt. of India. Any revision in this matter by Govt. Of India will be introduced/ revised time to time with necessary approval from Bank. The vendor should register with EPF & ESIC

PENALTY CLAUSE:-

- 1) The contractor needs to operate and maintain all the equipments & distribution network in healthy condition so that the officials concerned/ occupants in the residential buildings are not affected. **Any irregularities observed, in providing timely service to the**

concerned office/ residential quarter will cost Rs.10,000/- per incidence to the contractor, which will be recovered from its monthly bill by the Bank.

RISK CLAUSE:-

- 1) SBI reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from security deposit or pending bills or by raising a separate claim.

LIQUIDATED DAMAGE CLAUSES:-

- 1) An amount equivalent to two days of contract amount, subject to a minimum of Rs.10,000/- (Rupees Ten Thousand only) will be levied as liquidated damages per day. **Whenever and wherever it is found that the work is not up to mark in any section, it will be brought to notice of the supervisory staff of the firm by the Bank and if no action is taken within one hour liquidated damages clause will be invoked.**
- 2) Any misconduct/ misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person will have to be replaced immediately.

STATUTORY OBLIGATIONS:

- 1) The tenderer shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central Rules 1971, Provident Funds Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI Act, Migrant Labour Act and / or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time.
- 2) The tenderer shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and the vendor 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 vendor shall indemnify the Bank against the penalties/claims or for any default on his part.
- 3) The tenderer shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The vendor 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.
- 4) The tenderer shall make regular and full payment of labour charges, salaries and other payments as per labour laws especially under Minimum Wages Act and

Payment of Wages Act to his workmen deputed for the work and furnish necessary information as and when asked.

- 5) In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Vendor and he shall remove / resolve the same satisfactorily at his cost and risk. The Vendor will abide by rules, regulations, bylaws and statutes etc. for executing for his job.
- 6) The tenderer shall at all times indemnify and keep indemnified the Bank and its Officers, servants and agents from and against all third party claims, whatsoever including not limited to property loss and damage, personal accident, injury or death of person of any sub-vendor or the servants of agents of the Vendor, any sub-vendor(s) and/ or the owner. The vendor shall be at his own cost and initiative at all times maintain all liabilities under workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their industrial legislation from time to time in force.
- 7) Price variation for Labour component: It will be given, based on the actual rise/fall in the minimum wages structure, as per applicable notifications issued by the Central Govt., whenever applicable along with the statutory compliance. After occurrence of any such incidence, the Contractor will bring to the notice of the Bank through letter, clearly showing the difference in minimum wages between the current minimum wage and during the time of bidding and shall submit the revised bill.,. However, the expenses towards service, maintenance, profit etc. quoted in schedule -B at the time of bidding shall be remain unchange during the contract period. However, GST shall be mentioned separately and will be paid by the SBI at actual as applicable. The SBI will scrutinize the calculations and make all endeavour to pay the bill if found in order.

TERMINATION:

- 1) The Bank reserves the right to terminate the contract any time during the pendency of the contract on failure by the vendor to adhere to the conditions hereinabove indicated or agreed in the contract. Such termination will be communicated in writing to the vendor and any work affected beyond date of termination of the contract shall not be measured and paid for.
- 2) **In case the Bank decides to terminate the contract, it shall do so by giving seven days notice only.**
- 3) If the performance of the successful tenderer is found to be unsatisfactory, the Bank reserves the right to cancel in part or whole the contract and get the work executed through alternative means at the entire risk and cost of the vendor with whom the work order was first placed. In such cases, the vendor should make good all losses that the Bank may incur due to this. The Bank may proceed with legal actions if necessary.

The Assistant General Manager (P&E), LHO, BHUBANESWAR reserves the right to reject any or all tenders in whole or in part without assigning any reasons therefore. The decision of Assistant General Manager (P&E), LHO, BHUBANESWAR shall be final and binding on the contractor/ agency in respect of any clause not covered under this contract.

OTHER TERMS & CONDITIONS

- 1) The daily and periodical operation and maintenance services shall be sole responsibility of the contractor. The cost of repair and servicing of all the articles/ equipments shall be exclusively borne by the contractor only as per clause no (02) under "Nature of Duties.". The details of which shall be entered in the "PREVENTIVE MAINTENANCE REGISTER" & "ROUTINE/ EMERGENCY MAINTENANCE REGISTER" and to be checked by the Engineer-in-charge or Bank's official concerned before release of monthly bill.
- 2) All electrical tools and tackles like Multi meter, Megger, ladder etc required for Operation and maintenance should be arranged and stationed at site permanently by the contractor at its own cost and expenses. All the materials used for services should be certified ISI mark and as per Make specified by the Bank and materials should be of high quality and to the satisfaction of the Bank and shall be procured from reputed dealers/ shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchase.
- 3) The contractor shall identify the defects well in advance and bring to the notice of the Bank before its replacement. Bank shall reimburse the cost of material replaced by the contractor, strictly according to clause no (02) under "Nature of Duties.". The contractor shall not claim any labour charges and overhead expenses and profit thereon.
- 4) However considering the volume of services/ work involved in overhauling of set and Transformer including sub-station area etc. the Bank may consider the payment of labour charges and overhead expenses, if any, claimed by the contractor as deemed fit.
- 5) The contractor shall also ensure all the routine and preventive maintenance services of all electrical equipments installed in the substation at the establishment and failure of any electrical equipments shall be replaced by him at his own cost, if in the opinion of Bank, the damage has occurred due to negligence of the contractor. The decision of the Bank in this regard, shall be final, conclusive and binding on the contractor and the contractor shall make good all the losses at his own cost.
- 6) The contractor shall ascertain the inspection fees from appropriate authority of the Govt. and collect the same from the Bank and ensure timely deposit of the same. The contractor shall also ensure timely inspection by the Electrical Inspector, Govt. of Odisha/ Gol and failure to undertake such inspection as required, the contractor shall be held responsible for compliance of the observations of the Electrical Inspector and shall be liable to compensate the loss, if any, to the Bank for such failure.
- 7) The contractor shall be responsible and liable for safety of the personnel engaged by him and provide them all safety instruments including shoes, apron, gloves, discharge rod and any other equipment required for the purpose.
- 8) The contractor shall strictly comply with all labour and such statutory laws in relation to the services to be provided and the personnel engaged by the contractor and he shall be solely responsible for all acts of the said personnel so engaged by the contractor. The Bank shall neither be liable nor be answerable in respect of any claims or demands in respect of any matter or any account which may be raised by the said personnel so engaged by the contractor and it shall be the sole responsibility and liability of the contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

AGREEMENT ON STAMP PAPER: *The selected tenderer / vendor will have to enter into agreement on non-judicial stamp paper of requisite value, within 7 days of acceptance of tender, and all the costs with respect to the same shall be borne by the / vendor.*

Signature of the tenderer

SCHEDULE-I

MAINTENANCE TO BE DONE AS PER IS CODE & GENERAL PRACTICE DETAILS OF CURRENT ELECTRICAL INSTALLATIONS LHO BUILDING LT (INTERNAL & EXTERNAL WORKS)

1. LT CONTROL PANELS- 16 nos. (each floor two nos.).
2. Pump panels- 1 no
3. UPS & RAW power panels- 2nos. in each floor
4. LIFT panels- 5nos.
5. Light, Fan, Computer points
6. Area lighting panel
7. Light & UPS DBs
8. Lighting arrestor
9. LT cables, submain wiring
10. Earthing with looping of all LT (Internal & External) of LHO building.
11. Fountain pump and its power panel,

BANK HOUSE:-

12. MAIN LT panel,
13. Pump panel,
14. Light & fan points.
15. LT cable & sub-main wiring, power points with all DBs,
16. Area lighting with LT cables and earthing,
17. DG set.
18. Fountain pump and its power panel,

DGM's Quarter:-

19. 100KVA outdoor sub-stations with 100KVA transformer DP structure, AB switch, HG fuse, earthing etc.

4 pole structure: Maintenance of 11KV 4 pole structure, AB switch, HG Fuse, greasing of moving parts, 33KV cable termination and, checking of insulators against crack etc.

20. Main LT control panel,
21. Pump panel & lift panel
22. Light DBs & power DBs,
23. Sub-main wirings and power points in all the six flats,
24. LT cabling & area lighting
25. LIFT- 1 no.
26. DG Set-1 No.

NAGESWAR TANGI SENIOR OFFICER'S GUEST HOUSE, STAFF QUARTERS AT SASTRINAGAR & BHOUMANAGAR:-

27. 500KVA substation with 500KVA transformer, DP structure, AB switch, HG fuse & earthing etc. at Sastrinagar.

4 pole structure: Maintenance of 11KV 4 pole structure, AB switch, HG Fuse, greasing of moving parts, 33KV cable termination and, checking of insulators against crack etc.

28. Main LT control panels of all the quarters. Including Pump panels.
29. Light, fan points in all flats,
30. LT cabling, sub main wirings & power points with all DBs,
31. Area lighting with LT cabling.
32. Pump & its panel

SCHEDULE-II

SL. NO.	NAME OF ESTABLISHMENTS	CONTINGENT OF STAFF	SUPERVISOR	REMARKS
01.	LHO, BHUBANESWAR	Electrician/ wireman- 2 Unskilled worker- 2 Lift operators- 2	1 (Hi-skilled)	Shift Duty (7AM to 3PM, 2PM to 10PM)
02.	BANK HOUSE	Electrician/ wireman- 2		Shift duty (6AM to 2 PM & 2 PM to 10PM)
03.	NAGESWAR TANGI			
04.	DGM'S QUARTERS			
05.	STAFF QUARTERS & OFFICER'S GUEST HOUSE AT SASTRINAGAR & BHOUMANAGAR,	Electrician/ wireman- 1, Unskilled worker- 1		General shift (10 AM to 6 PM)
Total Manpower **		11 Nos		

****Note: The number of manpower & category (hi-Skilled/skilled/ semi-skilled/ un-skilled) mentioned above sites is tentative and subject to change. The number may increase or decrease depending upon the site requirement.**

Bank's has its own discretion to deploy any manpower at any of the above locations on rotation basis.

The duty hours of the workman/Technician etc. mentioned above should not exceed 8 Hours shift per day. The company/firm has to comply the labour Act. of maximum 26 shift duty/person/month limit.

WORKING PERSONNEL:

- 1) Adequate no. of personnel as required by the Bank to be engaged. The persons engaged for such work should be Electricians/ Wireman having minimum educational qualification not less than ITI in Electrician trade having license from competent authority to work in 11KV/ 650Voltage range from ELBO with minimum experience of two years in LT maintenance.

- 2) The semi-skilled worker/ unskilled worker/ helper engaged for such work should be having 8th standard minimum qualification with minimum two years of experience in Electrical work.
- 3) The Supervisor engaged should be a Diploma in Electrical Engineering or equivalent, having minimum six years of experience in Electrical works.
- 4) All the Electrician/ wireman/ semi-skilled/ unskilled workers must be in duty, on rotation basis.

MAINTENANCE SCHEDULE:

SL. NO.	DESCRIPTION OF EQUIPMENTS	MAINTENANCE SCHEDULE
01.	Sub-station Equipments & yard.	Quarterly
02.	DG set.	Half-yearly
03.	Pump set.	Quarterly
04.	Electrical Main Panels & DBs	Monthly
05.	Electrical Wirings & all other accessories & gadgets.	Monthly
06.	House keeping of Electrical rooms	Everyday

Note: 1) **All service & maintenance reports must be submitted to the Bank as per above maintenance schedule along with monthly bill.** Fails to comply by the vendor, necessary penalty shall be imposed as per the penalty clause mentioned in the tender.

LETTER OF UNDERTAKING

TENDERS FOR ELECTRICAL LOW TENSION OPERATION AND MAINTENANCE CONTRACT AT LOCAL HEAD OFFICE, BHUBANESWAR, BANK HOUSE, DGM'S APARTMENT, NAGESWAR TANGI SENIOR OFFICER'S GUEST HOUSE, STAFF QUARTERS AT SASTRINAGAR & BHOUMANAGAR INCLUDING THE SUB-STATION MAINTENACE AT QUARTERS

Full Name & Address of the Tenderer :
(Including office telephone no., Mobile no., E-mail id)

To

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

I have read all the particulars regarding the General information and other terms and conditions of the contract for "ELECTRICAL LOW TENSION OPERATION AND MAINTENANCE CONTRACT AT LOCAL HEAD OFFICE, BHUBANESWAR, BANK HOUSE, DGM'S APARTMENT, NAGESWAR TANGI SENIOR OFFICER'S GUEST HOUSE, STAFF QUARTERS AT SASTRINAGAR & BHOUMANAGAR INCLUDING THE DG & SUB-STATION MAINTENACE AT QUARTERS" and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in price bid of this tender and I/ we agree to hold this offer open till 90 days. The rates quoted in price bid will be valid for a period of three years in the event of award of the contract.

1. I/ we shall be bound by a communication acceptance dispatched within prescribed time.
2. I/ we have understood these terms & conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. The following have been added to and form the part of this tender. The schedules –I, II & price bid to accompany this tender.
4. Every page so attached with this tender bears my signature and the office seal.
5. I/ we shall submit Security Deposit of required amount, within seven days of getting intimation about awarding of the contract.
6. I / We have not made any modification / corrections / additions /deletions etc. in the Tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ/Tender documents from the original and / or any documentation, of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBI without any prior intimation to me / us.

7. I / We hereby understood and accordingly confirm that all Tender documents along supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorize the SBI to summarily reject our tender for which we shall not make any protest

8. We understand that as per terms of this tender, the SBI may entrust the works in part or whole. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop or to add any of the manpower mentioned in this tender at any stage during the contract period.

Witness
Name:
Address:

Yours faithfully,

Signature & Seal of the Witness

Signature & Seal of the Tenderer