AGM/PSE 04/05/26

AGM/EE 04/05/26 Also upload in Bank's website.

The tender document of annual maintenance contract of Electrical work at LHO complex for uploding GeM portal U.P.Singh

NIT No: P&E/UPS/01

Submitted for Approval

NOTICE INVITING TENDER

State Bank of India, Local Head office, Premises & Estate Department New Delhi invites online tenders through GEM portal for **ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE INCLUDING REPAIRS OF ALL ELECTRICAL INSTALLATION (INTERNAL, EXTERNAL, SUBSTATION ETC.) OF WHOLE SBI LHO COMPLEX SITUATED AT 11, SANSAD MARG, NEW DELHI. Buyer Added ATC will prevail over rest of the conditions in case of ambiguity or contradiction.**

1.	**Scope of Work**	**Annual Maintenance contract for operation and maintenance including repairs of all electrical installation (Internal, External, Substation etc.), Liaisoning with NDMC/Local Electricity Board for smoothing power supply, Electrical Inspector for Renewal of Lift License, Inspection of Substation/DG Set/Lifts by concerned Electrical Inspector at least once in a year and any other works relating to Electrical of whole SBI LHO Complex situated at 11 Sansad Marg, New Delhi-110001.**
2	**a) Tender invitation**	**As per GEM**
	b) Tender Technical bid opening	**As per GEM**
	c) technical bid clarification time	As per GEM
	d) Price bid opening	As per GEM
3	a) Earnest Money Deposit (EMD) Estimated Cost (1% of the estimated value of one year) excluding GST	Rs 70553/- **to be submitted in the form DEMAND DRAFT in FAVOUR of State Bank of India, payable at Delhi** at Asst General Manager (P&E), SBI, 5th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001. Exempted for Micro and Small enterprises with uploading valid MSME/UDYAM registration certificate.
	b) Experience	**The company must have 'A' class Electrical contractor License and minimum 3 years of experience as on 31.05.2026, in Operation & Maintenance service of 11KV Substation & Related HT Installations & LT Electrical Installations, copy to documents as per Experience criteria be uploaded as proof of experience. The Annual Maintenance Contractor must be A class License.**
	c) Minimum Turnover (Average annual in last three years 22-23, 23-24, 24-25) Provisional of 25-	21.16 Lacs **and above.**

	26 may also be considered on producing valid CA certificate.	
	d) Full-fledged office	**The bidder must have full-fledged office/service center/Branch office in location of New Delhi/Faridabad/Noida/Gurugram. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc., to be uploaded.** **Or the vendor must submit the undertaking to open the office/service center/Branch office in location of New Delhi/Faridabad/Noida/Gurugram within 2 months of award of work.**
	e) Past Performance	**The company should have completed "Annual Maintenance contract for operation and maintenance including repairs of all electrical installation."** **either of the following:** • **At least one work of minimum** 56.44 lac (Annual Contract Value excluding GST) **or above** • **or** • **At least two work each of minimum** 35.27 lac (Annual Contract Value excluding GST) **or above** • **or** • **At least three work each of minimum** 28.22 lac (Annual Contract Value excluding GST) **or above** **In at least one of the last seven financial year. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices (Completed Annual Contract) raised in the name of client may be considered at the sole discretion of the Bank. (The above certificates/invoices etc. must be of any PSU/ Public Sector Bank/Public limited (Listed) Company/Govt.)**
4	Initial Security Deposit (ISD)	2% of the total value of the contract including Earnest Money **(without GST value)** to be submitted in the form DEMAND DRAFT in FAVOUR "AGM **(Premises & Estate), LHO, New Delhi** and payable at **Delhi** with-in 7 days from date of receipt of work order.
5	Security Deposit (SD)	Total security deposit @ 5% of the total contract value of one year with-in 7 days from date of receipt of work order, in the form of a Bank Guarantee of equivalent amount issued by any Nationalized / Scheduled Bank as per the Bank's approved format, issued in favour of the Bank or FDR receipt favoring the Bank issued by any

		branch of State Bank of India for a period of Agreement. In case the contract is not renewed after one year, the security deposit will be refunded on expiry/termination of the contract after adjusting the dues or any other amount payable by the contractor to the Bank. The Security Deposit will be interest free. No interest shall be paid to the amount retained by the Bank as Security Deposit. I. Forfeiting Of Security Deposit: a) The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the SBI, if the Bidder either fails to execute the Contract or fails to fulfill the contractual obligations or fails to settle in full his dues to the SBI. b) The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guaranteed obligations. c) Any default in AMC
6	Time of completion of work	**The work is continuing till the expiry of the Contract period.**
7	Income Tax and GST	1) Income Tax/GST will be deducted at source as per Govt. Guidelines. 2) Reimbursement of GST on contract will be made only on submission of proper GST invoice as per applicable GST provision. The Bidder should comply with the following. 1.0 Bidder should have valid GST Registration Number 2.0 Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision Bidder should timely file his GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the Bidder.
8	Validity of Offer	90 days from the date of opening the Tenders and within the said period successful bidder must enter into an agreement with the Bank as per the draft made available by the Bank.
9	Liquidate Damage (LD)	At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.

10	Terms & mode of payment	• There would be no provision for advance payment. • The vendor will submit the invoice along with service sheets & other necessary documents within 7 days on completion of each month to the user dept. After verification of invoice & documents submitted by the Vendor and deducting the penalties, if any, the user dept. will make payment for the monthly hiring charges due. • The AMC rate will be firm throughout the contract period from the date of issue of the work order and shall not change at any event during the contract period. • Payment shall be made by way of electronic fund transfer. The vendor should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.
11	Place of opening of tender	Asst General Manager (P&E), SBI, 5th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001 agmpre.lhodel@sbi.co.in
12	Contact person (SBI)	Assistant Manager (Electrical) SBI, 5th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001 uday.singh11@sbi.co.in Ph. 01123407864
13	Performance guarantee:	**NA**
14	Documents to be uploaded on GEM Portal	**1. Complete tender document signed and stamped.** **2. Copies of documents as per Experience criteria be uploaded in GEM portal as proof of experience. Sr. No: 3(b)** **3. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices raised in the name of client as defined in Experience criteria of this NIT Sr. No: 3 (e), Copies of same to be uploaded in the GEM portal.** **4. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc., to be uploaded to certify full-fledged office criteria as defined in this NIT** **5. Other documents as per gem criteria stating turnover, etc., (CA certificate etc.).** **6. Copy of valid Electrical Contractor 'A' Class Electrical License. In case the license is of other state, the vendor must submit the**

		applicable/endorsed Electrical license valid at the above sites within 30 days after award of contract.
15		**PLEASE SUBMIT ONLY RELEVANT DOCUMENTS**
16		The SBI reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.
17		The vendor must obtain all necessary approvals/permissions, Liaisoning if any, from the appropriate government authorities/Local authorities required for the completion of the above contract at the site mentioned in this tender. The vendor must comply all the rules and regulations which are necessary for the execution of the contract and shall indemnify the SBI from all legal and monetary liabilities arising due to the violation of the approvals/permissions, rules and regulations.

AGM (Premises & Estate)

Annexure-I
UNDERTAKING
(To be submitted along with the technical Bid)

To
AGM(P&E),
State Bank of India, Local Head office
5th Floor, D Block, 11, Sansad Marg,
New Delhi-11001

Dear Sir,

Sub.: - ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE INCLUDING REPAIRS OF ALL ELECTRICAL INSTALLATION (INTERNAL, EXTERNAL, SUBSTATION ETC.) OF WHOLE SBI LHO COMPLEX SITUATED AT 11, SANSAD MARG, NEW DELHI.

I/ We refer to the tender notice issued by you for **"ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE INCLUDING REPAIRS OF ALL ELECTRICAL INSTALLATION (INTERNAL, EXTERNAL, SUBSTATION ETC.) OF WHOLE SBI LHO COMPLEX SITUATED AT 11, SANSAD MARG, NEW DELHI,** in connection with the above.

1. **I undertake to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendum's duly signed and stamped by authorized representative/ signatory on becoming L1. However, we accept all the terms and conditions along with the specifications, Drawings, Layouts etc. defined in the tender documents.**

2. I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts & specifications schedule of quantities relating to the works.
3. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:

a. Abide by and fulfill all the terms and provisions of the said conditions annexed hereto

b. Complete the works within **(till the validity of the contract)** as per the work program enclosed with the tender in two or three shifts if considered necessary by the Employer/ Consultants at no extra cost to the Employer.

4. I/ We have deposited an Rs 70558/- in the form of Demand Draft/ Banker's Cheque drawn in favour of SBI payable at Delhi. /Exemption if applicable respectively which I/ We note, will not bear any interest and is liable for forfeiture.

I. If our offer is withdrawn within the validity period of acceptance by the Employer.

Or

II. If the contract agreement is not executed by us within 7 days from the date of receipt of the letter of acceptance.

Or

III. If we fail to pay the initial security deposit as stipulated.

Or

IV. If the work is not commenced within 3 days after issue of work order.

2. I/ We understand that you are not bound to accept the lowest or any tender you receive.
3. The intending bidders shall be asked to quote their offers in terms of individual item wise unit rate and amount for that item and the total cost of the project he will be willing to execute the work.
4. The "Percentage discount Offer" (if any discount provided by contractor) shall be uniformly applicable to each and every item including all sections/ sub-sections/ sub heads of the Tender.
5. **Based on the work to be carried out, we estimate that it will require 16 number manpower stated in Annexure D. in above stated residential locations daily to execute the said work. We agree to provide for the above-mentioned number of workmen in each category on daily basis and also increased number of workmen, if any, as per requirement of SBI and it shall be binding on us to pay under the Minimum Wages Act the total pay and statutory benefits to the workmen on the number of man day basis. SBI reserves the right to increase or decrease the manpower stated** in Annexure D as per the requirement at the site during the contract period.
6. We shall maintain all the necessary registers, record as per the existing Labor Laws and also agree to maintain additional registers, record as directed by the Bank from time to time. All the workmen working with us in SBI, LHO, Complex shall be given Identity Cards with photographs, and it will be ensured by us that they carry the same without fail.
7. We also agree that in case any workmen working with us, discontinues his service for any reason or terminated, transferred etc., it will be binding on us to report the same to SBI immediately and there will not be any replacement unless agreed to by both the parties.
8. We also agree that the charges would be paid to us based on actual presence of the No. of workmen working on any given day and the man day basis charges shall be worked out on the basis of considering 26 working days in a month.

Date: **Contractor's Stamp &**
Signature

The names of Proprietorship/Partnership/Director of our Firm are:

1. _____
2. _____
3. _____
4. _____

Yours faithfully,

Signature .....
Designation .....

Instructions to the Vendors & Terms & Conditions

1. Rs 70558/- **in the form of Demand Draft/ Banker's Cheque drawn in favour of SBI payable at Delhi NCR** (to be enclosed in sealed envelope as a part of Technical Bid). Tender received without EMD, or lesser amount will be summarily rejected. No interest will be paid on the EMD.

2. **Total security deposit shall be 5% of the total contract value of one year or for a period of agreement in the form of a Bank Guarantee of equivalent amount issued by any Nationalized / Scheduled Bank as per the Bank's approved format, issued in favour of the Bank or FDR receipt favoring the Bank issued by any branch of State Bank of India for a period of Agreement our Bank but Drawn on any other Nationalized for a period of one years. In case the contract is not renewed after one year, the security deposit will be refunded on expiry/termination of the contract after adjusting the dues payable by the contractor to the Bank. Any amount deducted by the Bank from the security deposit shall be replenished by the Contractor forthwith so as to restore the security deposit to its original value. The EMD with quotation shall be released thereafter. The Security Deposit will be interest free. No interest shall be paid to the amount retained by the Bank as Security Deposit.**

3. The tender rates shall be valid for at least 3 months after the date of opening the financial bid. Tender valid for a shorter period shall be liable for rejection.

4. The tender shall be signed & stamped by the authorized person.

5. The L1 vendor must obtain all necessary permissions and approval required for the execution of the contract from the appropriate authority. In case of default L1 vendor will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary liabilities arising therefrom.

6. The successful tenderer will have to make an agreement with SBI on terms and conditions of the contract on a non-judicial stamp paper within 07 days, the cost of which will be borne by the contracting agency/firm/company failing which his security deposit amount may be forfeited.

7. The firm must have PAN, EPF, ESI & GST registrations.

8. If any Tenderer declare or file misleading statement, misrepresentation then he will be disqualified from the process of selection.

9. The bidders must accept and agree all the terms & conditions of SBI.

10. The tenderer will have to submit their tender after carefully examining the whole of the tender documents.

11. Any tender submitted after the stipulated date and time will automatically stand disqualified and no extension of time will normally be allowed for submission of tender

12. The Bank reserves the right to refuse the issue of tender or reject any or all bids without assigning any reasons whatsoever. Canvassing in any form in connection with the tender is strictly prohibited and tenders submitted by contractors who resort to such course shall be liable to be rejected summarily.

13. Tenders not fulfilling any or all the conditions prescribed, or which are incomplete in any respect shall be liable to be rejected.

14. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.

15. TDS as applicable will be deducted from the bills payable to the contractor

16. All safety norms as defined by the appropriate authorities whether SBI/local/government bodies shall be strictly adhered to by the contractor during the execution of the entire contract. All men and machinery has to be covered under suitable insurance by the contractor and Bank is not liable to pay any compensation for the damages to men (including death) and machinery under any circumstances during the transit, loading, unloading, installation, testing and commissioning, Maintenance of the Electrical Installations. In case of default L1 vendor will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary.

17. During the currency of the Contract, all care shall be taken so that the downtime of Electrical Installations is kept minimum.

18. Each page of the tender documents should be signed by an authorized person in token of having accepted the terms & conditions of contract, specifications, as laid down.

19. All expenses for the registration of the agreement in the tender will be borne by the vendor.

20. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the AGM(P&E) shall be final and binding on the Contractor All disputes are subject to Delhi Jurisdictions only.

21. The agreement shall be governed by the prevalent Indian Laws and all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Delhi and only the courts of Delhi shall have jurisdiction to determine the same.

NAME & SCOPE OF WORK

Annual Maintenance contract for operation and maintenance including repairs of all electrical installation (Internal, External, Substation etc.), Liaisoning with NDMC/Local Electricity Board for smoothing power supply, Electrical Inspector for Renewal of Lift License and any other works relating to Electrical of whole SBI LHO Complex situated at Situated 11 Sansad Marg, New Delhi-110001. The brief description of maintenance works is as detailed below (Specs are defined for sites with substation and without substation)

1. 11.0 KVA Substations (Both at Ground Floor & Basement) (including HT Control/ Breaker Panel / 1600 KVA Transformers - 3 no's,
2. L.T. Main Panel & Sub L.T. Panel (New), Emergency Panel.
3. L.T. Distribution Boards (All PDB'S, UPS DB'S LDB'S, Outdoor feeder pillars for lighting and powers, etc.)
4. Capacitor Bank's panels 250 KVAR – 3 Nos.
5. D.G. Sets 630 KVA-2 Nos. & 82.5 KVA-2 Nos. Other capacities DG sets if installed by Bank along with AMF panels, Wet scrubber, Motors and Diesel storage Tank / Pumps. Batteries and Battery charger for tripping and Alarm circuits etc.
6. 11KV H.T. Panel.
7. Liaison with NDMC for shutdown/restoration of H.T. Power Supply for break down / preventive maintenance work for which no extra charges are payable.
8. All Breakers (both HT & LT)/ Panels and their protective devices like Relays (OC/ Earth Faults/other), Annunciators, Closing/ Tripping Circuits, Batteries, Chargers etc., are to be checked and tested with the help of Competent experienced Engineer once in six months (Starts within the first month from the date of Letter of Award.) during Sunday/ Holiday.
9. External electrical installations of whole LHO, Complex, Street Lights, Common area lightings, cables, wires, outgoing power supply cables to various locations in the complex from the Panel at the substation etc.
10. Operation of the 4 No's lifts installed at D Block and 2 No's Lift installed at A Block, LHO, New Delhi.
11. Operation & maintenance of sound operation system installed at LHO Complex.
12. Any other electrical installations looked after by Electrical engineer posted at LHO Complex and External installations for all external services of SBI, LHO Complex at 11, Sansad Marg, New delhi-110001.
13. Maintenance of Earthing Pits and connections in whole SBI complex.
14. Maintenance and operation of pumps, panels etc. present at SBI LHO Complex.
15. Renewal of Lift License installed at LHO Complex.
16. The inspection of Substation/DG set/Lifts to be arranged and completed by the vendor by the Concerned Electrical inspector once in a year.
17. Servicing and repairing of Substation HT Panels, LT Panels, DG Sets and Transformers

(Services and repairing of substation should by OEM/external authorized Expert. Spare parts not repairable will reimbursed by Bank at Lowest rates as applicable).

TERMS & CONDITIONS

1. The contractor shall carry out preventive maintenance / checks as per CPWD specification, (internal), (external), respective trade practice and maintenance instruction manuals for installation and also as per the additional specifications attached, in respect of substation, the maintenance is to be carried out as per instructions of Engineer-In-charge and CPWD specification for substation, with up-to-date amendment and electrical standards as defined by government as applicable.
2. The contractor shall carry out the following apart from day-to-day operation of the installation / equipment's and the appropriate entries shall be recorded in the proper register. Nothing-extra payment shall be paid for such work.

a) Clean the contact point of H.T. & L.T. switch gears including Vacuum Circuit & Air Circuit Breakers, starters, contractors and relays of H.T. & AMF Panels etc. with the help of CTC liquid every three months.

b) Examine the cracks & deposits on brushing including cleaning in every three months.

c) Proper preventive maintenance of electrical installation as details given below: -

i) Earth Test – once in a year.

ii) Insulation Test – one in six months.

iii) Cleaning of electrical installations – once in three months.

iv) Replacement of materials either consumable or non-consumable.

v) Periodic operation of valves, switch gears and starters etc.

vi) Cleaning of electrical installations including housekeeping of substation area and generators room.

vii) Replacement of materials such as parts, accessories, fixture, equipment, switchgears, lamps, HRC fuses etc. (These materials being supplied by the department free of cost).

viii) The contractor is required to render service through his skilled staff, tools/safety measures etc. to operate and efficiently maintain the installations / equipment's.

3. All the materials required for carrying out operation and day-to-day maintenance services (like cotton waste, duster, insulation tape, battery water, soaps, grease, fuse wires, CTC liquid, discharges resistance rod for capacitors, etc.) will be supplied by the contractor.
4. The Contractor shall maintain the trip supply battery unit as per the recommendation of battery manufacturers. The surface of batteries shall be maintained clean and dry. The Contractors shall make required entries in the logbook for recording specific gravity of electrolyte in each cell. DV voltage per cell and final output DC voltage of battery bank.
5. Besides the above-mentioned works, the Contractor will look after the following works also:

a) To maintain complaint register, log books, demand register, earth testing and insulation record register etc.

b) To replace material such as, lamps, chokes, starters, holders, HRC fuse links, MCB's, isolators, switches, sockets, cable connections & terminations, cable laying etc. (Materials shall be supplied by the Bank).

c) To attend all complaints / works promptly given by the concerned officer of P&E or any other officer authorized by Bank or the occupant of the society.

d) To maintain DC supply including batteries for H.T. panels.

e) To give proper account of materials issued by the Bank.

f) To switch on / off the compound and streetlight, floors light and ceiling (space frame) lights as per time schedules given by the Department.

g) All repairs, adjustment of relays, timer etc.

h) To ensure cleanliness in the electrical shafts of the Blocks and also to ensure that inflammable substances are not stored in them.

6. The Contractor staff should rush for rescuing the persons from the lift if it is required to do so. The Contractor should also inform & coordinate with the lift vendor for the maintenance of the lift or troubleshooting any other fault or Breakdown if occurs in smooth functioning of the lift.

7. The contractor shall keep switches, switchgears, electrical apparatus, DBs, wirings, switch boards etc. of all the floors of the various buildings in the aforesaid complex whatsoever nature in good, substantial and proper working order and condition while carrying out the maintenance and repairs operations of the aforesaid work and shall not come cause any damage or destruction to the aforesaid fixtures and fittings and material and contactor expressly undertake to indemnify and keep the bank indemnified from all monetary losses, Legal actions proceedings suffered by the bank and pay all the costs charges of expenses and whatsoever nature immediately on demand by the bank.

8. The scope of work includes the watch and ward of the installations / equipment's installed in the complex and no extra payment shall be made by the department.

9. The contractor shall take over the electrical and mechanical installation before commencement of the work and hand over the same as the time of completion of contract in original condition. However, normal wear and tear will not be the responsibility of the contractor.

10. The contractor will assess the requirement of materials for preventive maintenance and breakdowns and intimate the Bank in advance for procurement of materials by the Bank.

11. The contractor or his representatives shall return all the dismantled materials to the Bank.

12. The operation and maintenance services will be for 24 hours a day including holidays.

13. The contractor shall arrange adequate relief staff for weekly rest days and holidays.

14. The contract shall initially be valid for a one-year. The contract may be renewed for further two years period, one year at a time subject to the satisfactory services of the contractor, unless the parties decide otherwise (at the discretion of the Bank only) the renewals will take place by giving notice in writing by the contractor of its intentions to renew this agreement at least 3 months in advance to the Bank. In case the service of the contractor is not found satisfactory, Bank may terminate the contract after giving one month's notice.

15. Total security deposit shall be 5% of the total contract value of one year or for a period of agreement in the form of a Bank Guarantee of equivalent amount issued by any Nationalized / Scheduled Bank as per the Bank's approved format, issued in favour

of the Bank or FDR receipt favouring the Bank issued by any branch of State Bank of India for a period of Agreement. In case the contract is not renewed after one year, the security deposit will be refunded on expiry/termination of the contract after adjusting the dues or any other amount payable by the contractor to the Bank.

16. Bank reserves the right to reject any or all the tenders / quotations without assigning any reason.
17. In case of absence of staff, suitable alternate arrangement shall be made by the contractor. In case of absence of such arrangement pro-data deduction shall be made from the contract amount and heavy penalty may be imposed.
18. The skill staffs engaged by the Contractor shall possess necessary valid wireman / supervisory License as per relevant rules of the government. The contractor should have necessary license, under the Occupational Safety, Health and Working Conditions Code, 2020 Act or any other relevant law registration with appropriate government Department, Provident Fund Department, and should follow all labour laws prevalent on date. Copies of all certificates shall have to be deposited with tender.
19. All statutory deductions, as prevalent on date and as per rules, shall be deducted at source from all bills.
20. Irrespective of the fact, whether the Code of Wages 2019 is applicable or not. The payment of the labour charges to the laborers, skilled or unskilled by the contractor shall be made as per the notification issued from time to time by the Government under the Code of Wages 2019.
21. The liability of the Contractor, if any, under various laws is emphasized, in case the Bank suffers in any manner due to non-compliance of any law on the part of the contractor, the Contractor shall indemnify the Bank in all respects and the number of contract laborers for all disciplines should not exceed twenty.
22. That the Contractor shall be responsible for the behavior of the workers engaged by him. In case any such worker misbehaves with any staff then the Bank can direct the Contractor to remove such worker from the Bank's Complex and Bank shall be within its right to forbid the entry of such workman or any other person there being and on behalf of the Contractor, in the residential Complex in question.
23. Complaint registers, demand register, workman's diaries, logbook for DG Sets, Transformer, NDMC/BSES Supply, Battery unit, periodical inspection books, insulation and earth test register on CPWD format, log books / registers shall be provided by the Contractor at his cost.
24. The Contractor shall carry out preventive maintenance / checks as per program given by the Bank's engineer or as per CPWD specifications of respective trade practice and maintenance instruction.
25. Normally information of break down faults, defects etc. noticed by the Contractor shall be recorded by them and action be initiated immediately. It should also be brought to the notice of the Bank.
26. The Contractor shall have required number of caution boards such as 'Man online". Don't switch on" for displaying on the controlling switch gears, while undergoing repair work.
27. The Contractor will follow all electricity safety rules as per tender documents and also required safety precautions while doing work on the equipment's.
28. Local security rules shall be observed and followed by the Contractor and his staff.
29. It will be responsibility of the Contractor to keep the electrical installation, substation, Transformers, switchgear and meter rooms and generator room neat and clean.

30. The Contractor shall arrange to render efficient service as outlined in these specifications. In case he fails to maintain the satisfactory service and if the Bank and the department have to incur any expenditure to maintain the installation by alternate arrangement, the expenditure thus will be recovered from the Contractor.
31. The Contractor shall be responsible for any damage due to negligence of his staff and shall have to make good such damages to its original shape and description as when breakage etc. is notice or taken.
32. The Bank reserves its right to discontinue the contract at any time without assigning any reason.
33. The payment will be made monthly on written request after the receipt of satisfactory service rendering certificate from the concerned officials.
34. No advance payment of any kind shall be made.
35. The CONTRACTOR shall employ qualified / trained persons for operation & maintenance of electrical installation and shall be fully responsible to obtain such licenses for taking up the above work as are prescribed by the state/local bodies / CPWD both for execution and operation staff. They shall also be responsible for any periodic statutory inspections to be carried out on the equipment's, rectification of defects pointed out during such inspections etc.
36. The contract can be terminated by the Assistant General Manager (P&E) without assigning any reasons by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.
37. In case of any accident during the operation and maintenance of the equipment, leading to injuries / damages to human beings / equipment, the Contractor will settle all claims and indemnify the Bank against any claims arising out of such accident consequent damages to other system will however be not recoverable from the contractor.
38. The fair wages will be paid by the contractor to the staff as per the prevailing central/state govt. Labour Laws in force and as may be amended from time to time during this contract and nothing extra shall be paid by the Bank in this regard P.F. ESIC, Bonus etc. as per prevailing Labour Laws will be paid by the contractor.
39. The CONTRACTOR will provide technical advice for proper maintenance of the system and their safety when it is sought by the Bank.
40. The CONTRACTOR shall visit the premises before quoting.
41. As per terms of the contract, extra manpower will have to be procured/ provided by the contractor as and when required and nothing extra for about shall be paid by us for the same. No overtime shall be paid.
42. The CONTRACTOR shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death / injury / disablement at work etc.
43. The CONTRACTOR shall provide two sets of uniform including shoes for summer and in winter one set of woolen sweaters to his employees at its own cost as per approved colour and specification of the Bank and ensure their cleanliness and use. Identity cards shall be issued by you to all your employees, and they will wear it in the Bank premises.
44. The CONTRACTOR / Contractor's engineer shall visit the site / office in a week and also as and when required. Please note that no residential accommodation shall be provided by the Bank.
45. The Contractor will have to agree for the lowest / approved rates for miscellaneous

electrical job to be executed at the site.

46. The Contractor must have registration No. of PF, ESI and Code No. in this regard must be allotted them.
47. The work also includes the maintenance and check of earthing sets and earth connections as per CPWD Electrical specifications with up-to-date amendment.
48. The Contractor shall follow CPWD safety rules as well as safety precautions while doing work on the equipment's.
49. Local security rules shall be observed and followed by the contractor and his staff.
50. It will be responsibility of Contractor to keep the electrical installations neat and clean on all days.
51. 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 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.
52. The Contractor should possess, for the entire duration of these licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under the Occupational Safety, Health and Working Conditions Code, 2020 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Code of Wages 2019, Code on Social Security 2020 or any Statutory / Regulatory requirements. Any dispute regarding such dues shall and be settled by the Contractor.
53. The Contractor shall in terms of the provisions of Occupational Safety, Health and Working Conditions Code, 2020 and the rules under the said code provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these presents. The Contractor shall be responsible for proper maintenance of all the registers. Records and accounts so far these relate to the compliance of any and all statutory provisions / obligations.
54. The Contractor shall be liable to pay wages to his workmen engaged by him. In case the Contractor fails to make payment to its workmen, the Bank shall make payment of the wages in full or the unpaid balance due, as the case may be, to the workmen employed by the Contractor and recover the amount so paid from the Contractor either by deduction from any amount payable to the Contractor under the contract or from the security deposit submitted by the Contractor.
55. 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 at its discretion but without prejudice to its other rights and remedies terminate this contract.
56. The Contractor shall be responsible for any loss due to theft / pilferage and/or damage to the Bank's property, when such image is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the 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.
57. If during the currency of the Contract, any Statute, rules / Govt. notifications prohibit employment of 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.

58. Local Laws, Acts, Regulations. The contractor shall strictly adhere to all prevailing labour laws labour 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 the execution of the project but not limited to the following:

- Code of Wages, 2019.
- Code on Social Security, 2020.
- Occupational Safety, Health and Working Conditions Code, 2020.
- Industrial Relations Code, 2020.
- Apprentice Act 1961 (Amended)
- Any other applicable Laws, Rules and Regulations.

59. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
60. **Employer and employee relationship:** The Contractor or the personnel engaged by the Contractor and deployed by him at the Bank premises will be in no way be deemed as working under employment of the Bank and there shall not exist any employer-employee relationship between the Bank and the Contractor, or his personnel deployed by him. The Contractor agrees to indemnify the bank against any imposition of penalty, damages, or other award of compensation by any court or authority as a consequence of any of the persons engaged by the Contractor claiming to be employee of the Bank or any other liability or obligation imposed on the Bank on account of any such persons.
61. **Dispute Resolution**: In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the AGM (Premises) (office address) shall be final and binding on the Contractor. However, if legal dispute that could not be resolved between the parties or by an arbitration then the courts situated in Delhi shall have jurisdiction to decide such disputes.
62. **Indemnification**: The successful bidder has to indemnify the Bank in respect of any willful neglect or violation of contractual obligations.
63. **Bank's Right to reject Bid and cancel the tender process**: The Bank reserves the right to reject any or all the applications or to cancel the tender process on its discretion without assigning any reason thereof and no correspondence would be entertained in this regard.
64. 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 (If any).

Name of Equipment's (Reputed Makes only):

a. Digital Multifunction Meter

b. Megger 1000V (Digital/Analog)

c. Digital Clamp Meter

d. Electric Drill Machine

e. HV Tester/ Testing Equipment (Must bring as when required/ asked for)

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.

- Annexure: Other details in enclosed annexure A, B, C, D

GENERAL TERMS AND CONDITIONS

1. The SBI reserves the right to terminate the contract to be executed with the successful bidder at any time on the ground of unsatisfactory services rendered by the agency or without assigning any reasons. SBI will be the sole judge in this regard.
2. On termination of the contract, the Contractor shall the Bank for ensuring continuity in service by any new service provider or Bank's personnel identified by the Bank in this regard.
3. The contractor shall have valid electrical contractor's license having permission for operation & Maintenance of 11 KV substation and related HT equipment's in Delhi.
4. The Contractor shall not be allowed to carry away any material/item out of the residential campus without the permission of the Bank's authorized representative.
5. The Contractor shall be given a suitable place during the contract period to maintain its office as well as for storing the material required to provide the services to the Bank as per the contract. The place so provided should be used only for the performance of the duties and not for any other purpose.
6. The Contractor shall have no tenancy rights on the space provided. The space provided shall have to be vacated immediately on expiry/termination of the contract. Contractor should hand over the vacant space and peaceful possession of the space provided.
7. The successful tender will have to make an agreement with SBI, P &E Department, 5th floor, 11 Sansad Marg, New Delhi 110001, on terms and conditions of the contract on non-judicial stamp paper, the cost of which will be borne by the contracting agency/firm/company. The format of Agreement will be provided by SBI.
8. The Contractor shall cooperate with the other Contractors working in the Bank's campus.
9. The Contractor will have to maintain registers / records as mentioned below as required under the provisions of various Acts and complete the formalities prescribed there under. The Bank shall not be responsible in any way for any breach of these rules and regulations by the Contractor. The contract is liable to be terminated if breach of rules and regulation is found after the award of contract.
10. The attendance muster cum wages registers of persons engaged during the month should be duly signed by the individual employees and countersigned by the representative of the Contractor and SBI.
11. All employees have to be paid wages, special allowance and other allowances at rates, not lesser than the minimum rates prescribed by the Government under relevant rules.
12. All the employees have to be extended coverage of PF/EPF as per the eligibility under PF act.

13. Appropriate deductions are to be made towards coverage of PF/EPF as per the eligibility under PF act.

14. Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary wages paid and remitted to concerned authorities if any.

15. All deductions are affected from the salary / wages as per the provision of the Payment of Wages Act.

16. The following registers are required under provisions of various Acts and to be maintained up to date in the prescribed format, kept available in the premises of the residential colonies for inspection of any statutory authority, on demand for example, Register of Persons Employed, Muster Roll, Register of Wages, Register of Deduction, Register of OT, Register of Fines, Register of Advances etc.

17. The license under the provisions of the Occupational Safety, Health and Working Conditions Code, 2020 have to be obtained / renewed and kept operative. The half-yearly /yearly returns are to be submitted in time, to the authority as per rules.

18. The workmen engaged by the Contractor shall not have any right/claim over the various facilities enjoyed by the Bank's staff members.

19. All the workmen employed by the Contractor should be well mannered and should be in proper uniform.

20. The workmen employed by the Contractor attending work of the Bank under the contract must have highest standard of honesty.

21. A complete list of the workmen engaged by the Contractor together with the detailed bio data and latest photograph should be submitted to the Bank by the Contractor (As per Annexure D) Any changes should be informed to the Bank immediately.

22. The Contractor shall issue proper identity cards with latest photograph to his workmen.

23. The Bank reserves the right to reject any particular workman placed/employed, under the contract in the Bank's premises.

24. In case of lapse on part of the workmen of the Contractor, the Contractor should take corrective disciplinary action against such workmen. In case the Contractor fails to take any action against the defaulter, the Bank reserves its right to take any suitable/legal action against the Contractor.

25. The information regarding the monthly payment of wages, statutory benefits etc., paid to the workmen shall be submitted by the Contractor to the Bank in the prescribed form along with the monthly bill.

26. The payment of the service charges for the services rendered will be made on monthly basis by RTGS only.

27. While making payment of the service charges, the Bank will make the following deductions:

a) The income tax deduction at source as per the Government regulations.
b) The amount equivalent to any damage/loss etc. done by the workmen employed by the Contractor to carry on the job at SBI.
c) Any other charges, fines, penalties and such other deductions.
d) Any other claims made by the employees of the Contractor against the SBI

28. The Contractor shall be responsible for the safety of his workmen and should follow all rules and regulations pertaining thereto. In case of any damage to property or persons, the Contractor shall be responsible and should take out necessary personal insurance policies for this purpose. Contractor should indemnify SBI for any claims, legal proceedings, etc., arising from the above. The necessary licenses etc., as per contract labour law shall be obtained by Contractor.

29. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the AGM Premises LHO Delhi shall be final and binding on the Contractor.

30. Contractors are advised to inspect and examine the site and make all investigations the extent of work, scope and conditions under which the works are to be executed. No claim for any extra payment of any kind on account of lack of information about the site conditions shall be entertained after acceptance of the tender.

31. The Contractor shall obtain adequate insurance policy as per the Govt of India/ State Government guidelines applicable in this regard in respect of the workman to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.

32. The rates quoted by the Contractor in the tender shall be deemed to have taken into account all the conditions mentioned above. The Contractor shall visit the premises before quoting.

33. The bank is at liberty to impose suitable penalty and deduct the same either from the bills submitted by the contractor or at its discretion from the Security deposit for any damage caused to bank's property by the contractor or for unsatisfactory work.

34. The contractor shall while maintaining or repairing the electrical items, equipment's/sub-station equipment's and other development works at the aforesaid complex only for the aforesaid maintenance and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the contractor liable for all the losses and of damages suffered or may be suffered by the bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.

35. The contractor specifically agrees for the safe custody and storage of the various materials supplied to him by the bank and shall indemnify the bank for all the losses in the event of any theft, robbery, dacoity, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the bank.

36. Permits and licenses 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, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

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

38. The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 07 days from the receipt of intimation of acceptance of his tender by the Bank, at his own cost. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

39. **Settlement of Disputes and Arbitration**

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

I. If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the **Assistant General Manager (Premises& Estate)** and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **Assistant General Manager (Premises& Estate)** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the **Assistant General Manager (Premises & Estate)** in writing in the manner and within the time aforesaid.

II. The **Assistant General Manager (Premises & Estate)** shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the **Assistant General Manager (Premises& Estate)** submit his claims to the conciliating authority namely the **Circle Development Officer** for conciliation along with all details and copies of correspondence exchanged between him and the **Assistant General Manager (Premises& Estate).**

III. If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned **Chief General Manager** of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

IV. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid, and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the **Chief General Manager at LHO**. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said **Chief General Manager**. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

VIII. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

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

41. **CONDITIONAL TENDER OR INCOMPLETE TENDER SHALL BE SUMMARILY REJECTED**

Signature of Contractor

Date:

Seal

ANNEXURE - A

SAFETY CODE:

The Safety Code has to be observed by the Contractor as under: -

1. These shall be maintained in a readily accessible place - first aid appliances including adequate supply of sterilizers, dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
3. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side falls shall not be less than 30cms (clear) and the distance between two adjacent rungs shall not be more than 30 CMS. When a ladder is used, an extra helper shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.
6. No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
7. Suitable facemasks should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.
9. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
10. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
11. First Aid Box should be kept at site with all requisite materials.
12. No one should be allowed to inspect / work at a height without Safety Belt.
13. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Helper shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).

14. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

15. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
16. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.

17. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 CMS. Uniform step spacing shall not exceed 30 CMS.

18. Adequate precautions shall be taken to prevent danger from electrical equipment's. For electrical online works gloves, rubber mats, and rubber shoes shall be used.

19. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

Before any demolition work is commenced and also during the process of the work: -

1. All roads and open areas adjacent to the Work Site shall either be closed or suitably protected.

2. No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

3. All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

4. All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

5. Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

6. Those engaged in whitewashing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

7. Those engaged in welding works shall be provided with Welder's protective eye-shields.

8. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

9. When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions: -

1. These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.

2. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

3. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

4. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

5. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

6. Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

7. When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

8. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

Signature with seal and date of the Tenderer

ANNEXURE – B

CERTIFICATE

" Certified that We have remitted the monthly subscription of Employees' Provident Fund & Employees State Insurance to the workers employed by me in **SBI, LHO, COMPLEX, 11, SANSAD MARG, NEW DELHI** for _____ work for _____ month Year."

Office in which subscription remitted

Bill No. & date EPF ESI

Signature of Contractor

Date: **Seal:**

ANNEXURE - C

UNDERTAKING

We hereby certify that we have gone through the tender document fully and we have understood the conditions therein. We hereby assure that we will comply with the conditions and will submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI etc.

Place:

Date:

Signature with seal of Contractor:

Name in block letters:

Address:

Signature of Contractor

Date: **Seal:**

ANNEXURE-D

REQUIREMENT OF THE MANPOWER FOR PROVIDING ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE INCLUDING REPAIRS OF ALL ELECTRICAL INSTALLATION (INTERNAL, EXTERNAL, SUBSTATION ETC.) OF WHOLE SBI LHO COMPLEX SITUATED AT 11, SANSAD MARG, NEW DELHI

Sr. No	Particulars	Required No. of Persons
1	Supervisor from 10.00 A.M. to 6.00 P.M. Experience/Qualification: The person should have of Supervisory License and having minimum 5 years' experience in operation & maintenance of 11 KV substation and related HT equipment's	1No
2	The person to have following Electricians with ITI having wireman License and having minimum 3 years of experience in operation and maintenance of 11 KV substation etc. i) 6.00 AM to 2.00 PM ii) 2.00 PM to 10.00 PM iii) 10.00 PM to 6.00 AM iv) 10.00 AM to 6.00 PM	 1No 1No 2 No 2 No
3	The person to have following Electricians with ITI having wireman License and having minimum 2 years of experience in operation and maintenance of 11 KV substation etc. i) 6.00 AM to 2.00 PM	 1 No

	ii) 2.00 PM to 10.00 PM	1 No
	iii) 10.00 PM to 6.00 AM	1 No
	iv) 10.00 AM to 6.00 PM	1 No
4	Minimum 3 years experienced Lift Operators (During all working days). (If Bank desires to open the office during Sunday/ Holiday their Lift Operator should be deputed accordingly at no extra cost) i) 9.00 AM to 5.00 PM	3 No
	ii) 3.00 PM to 11.00 PM	1 No
5	Experienced Mike/ Sound System Operator i) 10.00 AM to 6.00 PM	1 No

SIGNATRUE OF CONTRACTOR

Place:

Date: **Seal:**

ANNEXURE-E:

SAMPLE AGREEMENT WITH CONTRACTORS' ARTICLES OF AGREEMENT

This agreement made the .....day of ..... between AGM/ DGM ,State Bank of India, ----------(hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. ..... company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office..... (hereinafter called 'the Contractors' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part. WHEREAS the employer is desirous of execution of _____(Name of work)_____ and has caused drawings and specifications describing the works to be done prepared by Project Architects M/s _____ having their offices at _____ (hereinafter called "the Architect") AND WHEREAS THE SAID Drawings numbered as mentioned in the tender documents hereinafter mentioned and to be issued from time to time, the specifications and the Schedule of items and quantities have been signed by or on behalf of the parties hereto. AND whereas the contractors have agreed to execute upon and subject to the condition set forth herein and Schedule of items and quantities, General & special Conditions of Contract, specification etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions"). The works shown upon the said drawing and /or described in the said specification and included in the schedule of Items and Quantities at the respective rates therein set forth amounting to the sum of Rs_____ (Rupees _____in words_____) as there in arrived at or such other sum as shall become payable there under (hereinafter referred to as " the said Contract Amount".

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.

2. The employer shall pay the Contractors the amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

3. The term "the Architect" in the said condition shall mean the said "M/s _____" or in the event of their ceasing to be the Architect for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or persons subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

4. The said conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by / submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

5. The plans, agreement and documents mentioned herein shall form the basis of this contract.

6. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.

7. The Bank / Employer reserves to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

8. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is handed over to him or from the ------- day after date of issue of formal work order as provided for in the said conditions of contractor whichever is later and to complete the entire work within ____(period of contract) months subject never the less to the provisions for extension of time.

9. All payments by the Employer under this contract will be made only at _____.

10. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the tender.

11. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of architect / Employer.

12. IN WITNESS WHEREOF the Employer and the contractors have set their respective hands to these presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

Signed on behalf of the Signed-on behalf of the

STATE BANK OF INDIA

1. Signature :
2. Name :
3. Address :

In the presence of :

CONTRACTORS

1. Signature :
2. Name :
3. Address :

In the presence of :

1. Signature :
2. Name :
3. Address :

1.Signature :
2.Name :

3. Addres

RATES / QUOTATION

1. The amounts specified herein above are inclusive of all costs, expenses, wages and other expenses including ex gratia payment to workmen or payment of their legal dues that may be incurred by the agency and the agency shall not be entitled to make any other demands, monetary or otherwise, from the Bank during the term of this contract.

2. The statutory payments such as Bonus, Leave with Wages, etc. will be paid as and when due by the Agency.
3. The Bank will only reimburse the minimum wages, ESI, EPF that are mandatory for the Bank as notified from time to time by the Government of India and no other extra claim in this regard will be entertained or reimbursed by the Bank to the contractor. The decision of Assistant General Manger Premises and Estate Department Delhi Circle will be final in this regard and binding on the contractor.

4. Revised special allowance / variable DA /revised minimum basic wages, GST etc. Depending on the Government orders, if any, will be payable with corresponding permission of the competent authority. .
5. Income Tax as applicable will be deducted while making every payment.

6. Any correspondence made by the Bank in connection with this contract matter with the Agency will form the part of this agreement.
7. The tender should be valid for 3 months from the date of its opening of financial bid.
8. The Contractor will pay the following allowances on basic wages and special allowance / DA to all the contract workers: -

Sr. No.	Wages / Allowance
1.	H.R.A. (If applicable Attach relevant Document in Proof)
2.	P.F.
3.	E.S.I.
4.	Payment of Bonus
5.	Payment of Leave Wages

9. The GST is payable as per the prevailing rates and it will be revised as per Government of India orders from time to time in this regard.

ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE INCLUDING REPAIRS OF ALL ELECTRICAL INSTALLATION (INTERNAL, EXTERNAL, SUBSTATION ETC.) OF WHOLE SBI LHO COMPLEX SITUATED AT 11, SANSAD MARG, NEW DELHI

SCHEDULE-II

Financial/ PRICE BID

S.No.	DETAILS OF WORK	BASIC + VDA (for 26 days) + EPF+ ESIC + LEAVE COVERAGE (EL + HH) If and wherever applicable +LWF per Labour if applicable	UNIT	QTY.	AMT. (Rs.) PER MONTH
1	2	3	4	5	6
	ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE INCLUDING REPAIRS OF ALL ELECTRICAL INSTALLATION (INTERNAL, EXTERNAL, SUBSTATION ETC.) OF WHOLE SBI LHO COMPLEX SITUATED AT 11, SANSAD MARG, NEW DELHI				
A	Cost of labour				
(i)	Highly Skilled	37195.21	Nos.	1	37195.21
(ii)	Skilled	89993.38	Nos.	11	989937.18
(iii)	Semi skilled	32066.62	Nos.	4	128266.48
B	Total (A)				955181.48
C	Servicing and repairing of Substation HT Panels, LT Panels, DG Sets and Transformers (Services and repairing of substation should by OEM/external authorized Expert). Spare parts not repairable will reimbursed by Bank at Lowest rates as applicable). Inspection of Substation(06) Nos.(As per concerned Electrical Inspector at least once in a year.				
D	Contractor Profit & over head etc in percentage % including statutory taxes, levies, admin, service and misc. charges and all including any others benefit/compensation payable to the labour under statutory requirements e.g. labour act, either (directly to the labour or otherwise). **(Minimum 3.85 % as per GeM norms) IF QUOTED BELOW 3.85% THE BID WILL BE DISQUALIFIED .** This item also includes(Any other expenditure over and above minimum wages covering all the legal liabilities as per the labour laws including the Uniform expenses, consumables as defined in tender etc.)				0.00
E	Total (B + C + D)				955181.48
F	GST 18% (As on date, will be paid as per Government rule) on(E+C)				95213.67
G	GRAND TOTAL (E+ F) INCLUDING GST			In Rs.	1050394.15
H	**TOTAL PRICE FOR ANNUAL SERVICE INCLUDING GST (should match in GeM portal for Total Bid Value Lumpsum quote)**	**Value of Box F-16 should be entered in GeM portal for Total Bid Value (Lumpsum quote). In case monthly charges are to be filled Value of Box F-17 should be entered in GeM portal**		**Annual (for 12 Months)**	12604739.74

Note:

1. Contractor has to quote the amount for Sr. No. D (i.e E-14 in % rate) and Sr. No.C (i.e. F-13 in amount Rs.) in Blue Box, keeping in mind that the payment to the labour will be made strictly as per the Govt norms as applicable at relevant time.

2. Only statutory labour wages and GST will be checked and paid applicable at relevant time as per Govt. notifications and circulars applicable to Delhi on production of documentary proof by the Contractor.

3. No column should be left blank, filled zero or filled negative value, otherwise bid will be treated as invalid and rejected. Bidders can quote only for 2 digits after decimals (for example 50.12) quoting beyond 2 decimal places will lead to rejection of bid and non consideration of the quote from the bidder, subsequently. Only Blue colour Boxes to be filled by Bidder. In case of tampering of locked cells bids will be rejected.

4. Contractor Profit is including Service Charge and Admin Charge wherein ADMIN. CHARGES are towards providing, Shoes, Seasonal Outfit, Training, Medical Check-ups etc to the labour time to time as per Labour Law,any other expenditure over and above minimum wages covering all the legal liabilities as per the labour laws including the Uniform expenses, consumables as defined in tender etc.

5. Minimum Wages Norms as on the date of issue of NIT as per Central Govt. Minimum Wages Norms. (The labour mentioned components and their calculations are indicative and for reference purpose only. If any component is not applicable as per mandatory statutory obligations, the same shall not be paid by the Bank).

Sl. No.	Head	Rate/ Percentage	Semi Skilled	Skilled	Highly Skilled
1	Basic + VDA	1 Day	618	1068	1394
		26 days	21444.00	26208.00	36444.00
2	EPF on S. No. (1) (13% on maximum Rs.15000)	13	1852.00	1852.00	1852.00
3	ESIC on S. No. (1) (3.25 % on maximum Rs.21000)	3.25	0.00	0.00	0.00
4	Bonus on S. No. (1), if applicable, 8.33 % (up to Basic Maximum Rs.21000) on Rs.7000	8.33	0.00	0.00	0.00
5	Leave Coverage (EL + HH) on S. No. (1), if and wherever applicable	8.75	1911.09	2793.24	3414.37
6	LWF on S. No. (1), if applicable (@ Rs.2 /-in per annum quarterly) will be paid separately as per Govt norms		0.00	0.00	0.00
7	GST 0.5% (subject to a maximum of Rs.100)		75.00	75.00	75.00
8	Sub total		27594.09	30992.24	42349.37
9	Reserve Charges (However actual payment shall be done to the extent the minimum wages actually provided)	16.67 of Subtotal	4594.53	5161.94	7056.24
	Grand total		32085.62	36063.38	37795.21

Stamp of Company Sign of Authorised Signatory