



भारतीय लघु उद्योग विकास बैंक  
Small Industries Development Bank of India

Comprehensive Electrical maintenance of SIDBI Tower  
at 15, Ashok Marg, Lucknow

**TENDER IDENTIFICATION NO. - 314/2018/1357/HO1/PREMISES**

**LAST DATE OF SUBMISSION OF SEALED TENDER – July 23, 2018 UPTO 15:00 HR**

**Issued By:-**

**The Dy. General Manager [Premises]**

SIDBI TOWER, Small Industries Development Bank of India (SIDBI),

5th Floor, Premises Vertical,

15, Ashok Marg,

**Lucknow-226001**

**Phone No. 0522-2288210**

**Mob:- 7705012705**

**Tender Document Price ` 200/- (non-refundable) by way of DD**

## **Notice Inviting Tender**

Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow – 226 001 invites tenders for comprehensive electrical maintenance of SIDBI Tower at 15, Ashok Marg, Lucknow.

The tenderers are requested to submit quotation in the attached Tender Document comprising Notification, Tender documents, Tender summary, Form of Quotation, EMD, General Terms and conditions, Tender Details, Technical specifications – **Envelope I**, and Price Bid – **Envelope II** duly filled in and signed on each page.

The tender document can be obtained from the office of Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow – 226 001 from July 03, 2018 between 9.30 am to 5:30 pm on working days (Monday to Friday) at a price of ` 200/-.

The tender along with requisite DD towards Earnest Money Deposit (EMD) and Price Bid shall be submitted in two separate sealed envelopes super scribing:

“Tender for comprehensive electrical maintenance of SIDBI Tower at 15, Ashok Marg, Lucknow. – **Envelope I (Technical Bid)**” and “Tender for Comprehensive electrical maintenance of SIDBI Tower at 15, Ashok Marg, Lucknow – **Envelope II (Price Bid)**” respectively. Both the sealed envelopes should be sent in a common envelope super scribing “Tender Document for comprehensive electrical maintenance of SIDBI Tower at 15, Ashok Marg, Lucknow.– Envelope I and II” and shall be submitted at the above mentioned address of the office of SIDBI so as to reach on or before **15:00 hrs of July 23, 2018**. Late tenders will not be accepted and are liable to be rejected.

The above offer will be subject to various terms and conditions given in the Tender Document. The tenderers are requested to visit the site to acquaint with site conditions and type of supply involved. Site Visit may be done from July 05 to July 20, 2018 between 10.00 am to 5:00 pm.

**Conditional tenders will be summarily rejected and the tender may not be considered for evaluation.** Any doubt or clarification may be clarified from the officer-in-charge before submitting the Tender document.

The validity of tender will be 120 days from the date of opening of the Price Bid.

Please note that SIDBI reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature :  
Name of the Tenderer :  
Date / Place :

**Seal :**

**All the intending Agencies/Contractors are also  
requested to note following important provisions.**

1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Govt.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services ( about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
4. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
5. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP/RFQ.

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### Tender Summary

Sr. No.	Particulars	Details
1	Nature of Work	Comprehensive electrical maintenance of SIDBI Tower at 15, Ashok Marg, Lucknow.
2	Site of Work	SIDBI Tower at 15, Ashok Marg, Lucknow.
3	Stipulated dates	
	Last date and time of submission of Tender Document	15:00 hrs of July 23, 2018
	Site Visit	10.00 am to 5.00 pm From July 05, 2018 to July 20, 2018.
	Pre bid meeting	11.30 am, July 13, 2018
	Opening of Technical bid	15:30hrs of July 23, 2018. Financial bid shall be opened at a later date which shall be notified to eligible bidders
	Validity of Tender	120 days from the date of opening of Price Bid
		If holiday is declared on any of the dates mentioned above, the next working day and time shall be the date for the same purpose.
4	Time period of contract	The period of contract will be 24 months from the date as mentioned in work order.
5	Earnest Money Deposit (EMD)	Demand draft for an amount of `24,000/- (Rupees twenty four thousand only) drawn in favour of 'Small Industries Development Bank of India' payable at Lucknow.
6	Refund of EMD	<p>(i) To unsuccessful Bidders: After award and acceptance of work by successful Bidder and EMD shall bear no interest.</p> <p>(ii) If the successful bidder fails to accept the LOI / sign the contract or do not provide the required performance security or expresses inability to carry out the contract or fails to start the work within stipulated time, SIDBI shall forfeit the bid security amount (EMD) of the bidder and blacklist the contractor from subsequent bidding for a period of 3 years.</p>

10	Other Terms	The total security deposit (EMD + Retention money) amounting to 6% of the accepted value of contract will be required to be deposited by the successful bidder within 7 days of award of contract to successful bidder. Total security Deposit will be released to the agency without interest after successful completion of the contract
11	Estimated Amount	14.00 Lakhs

Signature :

Name of the Tenderer :

Date / Place :

Seal :

## Form of Quotation

**The DGM(APV)**  
SIDBI,  
Lucknow :

Dear Sir,

**Sub:- Tenders for Comprehensive electrical maintenance of SIDBI Tower at 15, Ashok Marg, Lucknow.**

We have examined the terms and conditions for the Tender Document. We have also visited the sites where above work has to be carried out and acquainted ourselves with the nature of work involved. We hereby offer our quotations as specified in the Tender Document-Envelope II (Price Bid).

We have fully understood all the conditions made for the captioned work and have taken into account all the conditions while quoting the rates in the Tender Document- Envelope II (Price Bid). The bill of quantities in Price Bid has been read in conjunction with all the terms and conditions of Tender.

A Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for an amount of ` \_\_\_\_\_ /- (**Rs. \_\_\_\_\_ only**) is enclosed herewith towards Earnest Money Deposit for the captioned work.

We are also aware that SIDBI reserves the right to reject any or all the offers without assigning any reason whatsoever. As required by you, I/We am/are returning herewith Tender Document (Envelope I & II ) duly signed by me/us at each page as a token of our acceptance of the provisions of the Tender Document.

In the event of this tender being accepted, I/we agree to undertake the work as specified in tender.

**Signature** :  
**Name of the Tenderer** :  
**Date** :  
**Place** :  
**Seal** :

(Sign. of Contractor)

**Tenders for Comprehensive electrical maintenance  
of SIDBI Tower at 15, Ashok Marg, Lucknow****Eligibility criteria for Contractors**

Applications are invited from experienced and competent contractors (Lucknow based/ having branch office at Lucknow) for taking up the Annual Maintenance Contract of Electrical installations at SIDBI office premises, Lucknow subject to fulfilling following eligibility criteria:

**Minimum qualifying criteria**

1. Contractors should have **minimum 5 years of experience** in the field.
2. Contractors should have done at least one job of following magnitude **in the last 3 years** -Electrical Annual Maintenance and repair works for the office premises maintenance of similar type of at least 500 KVA substation and operation of at least 250 KVA DG set **OR** should have completed one electrical installation work of at least ₹ 50 lakh. The contractor:
  - **Should possess 'A' class electrical licence issued by PWD / CPWD or the authority as applicable.**
  - Should have done similar kind of 1 AMC work of minimum value ₹ 11.00 Lakh p.a. or 2 nos. AMC work costing around ₹ 7.00 lakh per annum.
3. The contractor should be an Income-tax assessee and should have filed Income Tax return for the last assessment year.
  - Contractor to be in profit, at least in one financial year during the last three financial years.
  - Annual gross income reflected in any one of the three financial years shall be taxable.
4. The contractor should have valid Goods and Service Tax Registration, Registration with the labor Department, P.F. and ESI registration.
5. The contractor could be a sole proprietary concern/ partnership firm or a company and should be registered with Registrar of Firms/ Companies wherever applicable.



6. Contractor should have sufficient manpower and tools to take up the work.
7. Contractor should have necessary license.

The contractor should submit necessary documents as proof of above criterias.

**How to apply**

Application should be submitted in the prescribed form (enclosed) along with signed and stamped copies of the following documents:-

- 1) Certificate of registration of the firm, if any
- 2) Solvency certificate from the Bankers or Income Tax return filing to assess the soundness of the firm
- 3) Letters of empanelment with other organization/ statutory bodies, if any.
- 4) Letters of intent/ work order/ certificate from other employers showing details of work, value, etc., done in last 2 years.
- 5) Necessary license, Registration certificates with various above mentioned departments, PAN, etc. duly signed and stamped by the contractor to be attached with the Tender.

Completed application form along with the above documents shall be submitted in sealed envelope clearly indicating the name of work on top of the envelope to:-

The Deputy General Manager (Administration and Premises Vertical)  
Small Industries Development Bank of India  
SIDBI Tower, 15, Ashok Marg  
Lucknow - 226 001 (Uttar Pradesh)

Furnishing of false information or suppression of any information would lead to rejection of application and/or initiation of penal proceedings by the Bank.

(Deputy General Manager)

**APPLICATION FORM**  
**(Technical Bid to be submitted in Envelope I)**

1. Name of the Organisation :.
2. Registered Address :
  - i. Telephone No. -
  - ii. Fax No. -
  - iii. E-mail address -
  - iv. Name of contact person -
3. Office Address/ Branch Address:
  - I. Telephone No. -
  - II. Fax No. -
  - III. E-mail address -
  - IV. Name of contact person -
4. Year of Establishment (Attach Supporting Document) :
5. Status of the firm :  
(whether Company/ Firm/ Proprietary)  
(In case of Ltd. Company,  
Memorandum of Articles and  
Association to be attached)
6. Name of Directors/ Partners/ Proprietor
  - i)
  - ii)
  - iii)
7. Whether registered with the Registrar of :  
Companies/ Registrar of Firms. If so,  
mention number and date

8. a) Name and address of Bankers

i)

ii)

ii)

iv)

b) Enclose Solvency Certificate from the Bankers or Income tax return filing

9. Permanent Account Number (Copy to be attached) :

10. GSTIN :

11. Details of last three years Income Tax return filed (Copy to be attached):

12. Details of Registration with the Labor office (copy to be attached) :

13. Details of Excise/ Goods and Service Tax Registration (copy to be attached) :

14. Details of P.F. ,ESI registration (copy to be attached) :

15. If registered in the panel of other organisations/ statutory bodies, such as CPWD, PWD, MES, Banks etc., furnish their names, category and date of registration.

i)

ii)

iii)

iv)

v)

vi)

16. What are your fields of activities ? Mention the fields on preference basis.(Copy of LOI/ work order/ contract/ Completion certificate to be attached)

i)

ii)

iii)

iv)

v)

vi)

17. Furnish detailed description and value of works done in last 3 years in Proforma-1 : and other details as per Proforma-2 .
18. Specify the maximum value of :  
work executed in a year during  
the period of last 5 years (copy of LOI  
/ work order to be attached)
19. Furnish the names of responsible persons and their contact details who will be in a position to certify about the quality as well as past performance of your organization.
  - i)
  - ii)
  - iii)

**Note :** Where copies are required to be furnished these are to be certified copies preferably by the concerned agencies or a Government Officer.

**Annexure-I****Tenders for Comprehensive electrical maintenance  
of SIDBI Tower at 15, Ashok Marg, Lucknow****General Terms and Conditions**

1. The contract shall be valid for a period of **24 months** commencing from the date of award of contract. However, Bank reserves its right to review and terminate the same before completion of the said period. **The contract shall remain effective normally for two years. However, SIDBI reserves the right to renew the contract after completion of 1<sup>st</sup> year (i.e., 12 months) year as per prevailing minimum wages as per Ministry of Labour & Employment, Office of Chief Labour Commissioner, N. Delhi and depending on satisfactory performance of the contractor.**
2. The EMD of successful contractor shall be returned on submission of security deposit as Bank Guarantee as follows. The security deposit equivalent to 6% of contract value (including EMD), the Bank Guarantee (BG) shall be 6% of contract value per year as security deposit. No charges shall be payable on this account. The Bank Guarantee (BG) should be in the format approved by the Bank and should be kept valid for a period of 24 months with a claim period of 6 months. **No payment shall be released till the BG is submitted.** In the event of breach of contract by the contractor, the security deposit will be forfeited. Decision of SIDBI in such matters shall be final and cannot be challenged.
3. The monthly maintenance charges shall be paid to the contractor after completion of services of each month. The contractor shall submit monthly bill indicating that, the whole work is carried out satisfactorily along with the attendance sheet. Applicable taxes will be deducted at source. A copy of receipt of payments made to the workers (Cheque/ RTGS payments) shall be provided with the monthly bills. If observed that the payments being made are not as per labour law, Bank reserves the right to deduct required amount found eligible to be paid to the worker and pay the same directly to the worker. In that case bank may also impose suitable penalty to the contractor for non compliance of labour Law. SIDBI has the right to insist that the payment to the workers be made in presence of Bank's nominee.
4. **The contractor is required to obtain police verification report of his staff employed within one month from the award of contract at his own cost. Else, SIDBI reserves the right to withheld the payments and no plea in this regard shall be entertained.**

5. Contractor shall provide receipt of deposition of P.F., ESI etc. of workers from concerned department along with the monthly bill.
6. The Material rate quoted by the contractor shall be remain unchanged for the entire period of the contract, however manpower wages would be paid on actual labour deployed at site as per the prevailing minimum wages as per Ministry of Labour & Employment , Office of Chief Labour Commissioner, N. Delhi.
7. The rates quoted shall include cost of all tools & tackle, manpower cost including wages (including P.F., ESI contribution Employee and Employer), liveries etc. taxes & duties (including applicable taxes such as GST etc.) insurance (if any) etc. payable to the appropriate authority. No extra payment over and above the rate quoted shall be made to the contractor in this respect.
8. **The contractor should comply with the requirements of latest Labour Laws and Minimum Wages Act, 1948 and its latest amendments, etc. Minimum wages of labor to be paid as per the approved latest applicable central minimum wages.**
9. **Insurance** : The CONTRACTOR shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement. The contractor is also required to obtain the third party insurance for each incident as follows:-
  - a. Personal injury - ` 3.00 lacs
  - b. Property Damage - ` 3.00 lacs

Besides covering all employees of contractor under ESIC scheme, the contractor shall also require to obtain a workman compensation policy for an amount atleast ` 2 Lacs per employee and covering all the staff during the contract period deployed at site. If contractor fails to comply with the above provisions, SIDBI reserves its right to deduct suitable amount from the contractors payment and pay the insurance company.

10. **The contractor shall be entirely responsible for the conduct of his staff. In case of any misbehaviour / misconduct by the staff, contractor would have to remove such staff, as advised by SIDBI.**
11. The contractor shall be solely responsible for all injury to the workmen and for all damages caused to the building, DG set, transformer, HT substation, Main LT Panel etc. and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The contractor

shall duly indemnify SIDBI and hold SIDBI harmless in respect of all and any such expenses arising from all such injuries or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.

12. In case of unsatisfactory service, SIDBI reserves the right to terminate the contract by giving 15 days notice and forfeit the security deposit. Decision of SIDBI in such matters shall be final and cannot be challenged.
13. Before quoting, the bidder may visit the site and make himself familiar with the site, nature and conditions of work involved.
14. The contractor or his authorised representative shall be present at site every day and closely supervise / monitor the entire work entrusted to him and report the progress of work / repairs etc. that needs to be taken up, to the caretaker / concerned officer regularly.
15. The successful Bidder shall be required to give an undertaking with the monthly bills in the enclosed format that he is making regular payments to his employees as per the Minimum Wages Act, ESI, EPF Act and complies all other applicable labour laws/ statutes.
- 16. The contractor is required to carry out additional minor repair / replacement works. No labour payment for the same shall be made as it is deemed to be included in the quoted rates. The cost of material, if any, shall be paid to the contractor on reimbursement basis subject to production of cash memos/ tax invoice and after verification from market. Contractor shall take up such works only after obtaining due approval of SIDBI. SIDBI's decision in all such matters shall be final and binding on the contractor.**
17. The contractor is required to provide a mobile phone to his site staff (atleast 1 no.), so as to contact him as and when needed. Else, penalty of ₹ 1000 per month would be applicable.
18. The contractor shall maintain necessary records / registers for stock of electrical fittings, fixtures and consumption of materials, etc. as advised by the Administration and Premises Vertical.
19. All workers should be provided with uniform/shoes/identity card and they should be all the time in uniform while in office premises.

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## Annexure II

### **Tender for Comprehensive Electrical Maintenance of SIDBI Tower , 15-Ashok Marg, Lucknow**

#### **Electric Work**

#### **SCOPE**

Scope of work includes operation and maintenance of the entire electrical installations at SIDBI Tower, 15-Ashok Marg, Lucknow. (Except Maintenance of DG sets which is already with the Supplier) Following equipments / installations are included in the scope of work :-

1. 11 KV H.T. Pane I- 1No
2. 11KV Double Pole Structure - 1 No
3. 11/0.4 KV , 800 KVA Transformer - 1 No
4. 500 KVA DG Set - 1 No
5. 320 KVA DG Set - 1 No
6. Main LT Panel - 1 No
7. Emergency LT Panel - 1 No
8. All other LT Panels, cablings (HT&LT), internal wiring, rising main, DBs, Light and Power Points, etc.
9. Water lifting pumps - 4 Nos.
10. Sump pump - 2 Nos.
11. Electrically operated Gates - 2 Nos.
12. Cooling Towers with pumps for DG sets - 3 Nos.
13. Control circuit of all pumps in automatic mode.

The contractor is expected to operate and maintain the entire electrical system and all electrical / electro-mechanical equipments according to best engineering practice to ensure continuous power supply to the premises/ operation of all the equipments. The emphasis is on preventive maintenance to minimize breakdown.

Any repairing work required for H.T. Panel, Double Pole Structure, Transformer and cooling tower shall be arranged by the contractor through specialized agencies/ himself with prior approval. The cost of materials and manpower for the same shall be paid extra as per actual. For all other repairing works to be done by the contractor, only cost of materials required as per actual shall be borne by the bank. All the materials required to be replaced shall be provided / reimbursed to the contractor by the Bank subject to market verification. However, oil/ grease (for lubrication/ cleaning purpose ), black tape, duster etc. shall be provided by the contractor at his cost. Any wiring and replacement of fittings / fixtures, etc. that may be required to be done in the premises, shall be done by the contractor and no labor charges will be paid , however cost of required materials shall be paid to the contractor subject to market verification. All the equipments/ panels shall be cleaned weekly. It is the responsibility of the contractor to switch on the lights in the morning and switch



off the lights after office hours. In case power failure from LESA, contractor shall follow up with LESA officials for early resumption of power supply.

**DUTY HOURS** - 24 Hours every day including all holidays.

The indicative manpower required for overall scope of electrical maintenance is as under (including all tools & tackles)

1. 3 nos Electricians having electrical license or of proven competence, in consultation with SIDBI 8 hours shifts round the clock.
2. 1 Semi skilled helper cum DG set operator and panel etc operator – 8 Hr. 10.00 am to 6.00 pm.

**11 KV H.T. Panel ( 1 No. )**

Contractor shall check the oil level weekly and if the level is low, necessary topping up is to be done by the contractor. Cost of Oil will be borne by the bank. The batteries provided should be checked weekly for charging and same are to be charged as required, through manually operated battery-charger provided in the system. Contractor shall keep the H.T. Panel room clean and no material should be stored in the room. Any fault in the panel shall be rectified / got rectified by the contractor within 48 hours. Contractor shall take necessary shut down from UP Power Corporation for repairing work. In case of delay beyond 48 hours, a fine of `1000/- per day of delay or part thereof shall be imposed.

**11 KV Double Pole Structure ( 1 No. )**

Any fault in the Double Pole Structure shall be attended and rectified / got rectified by the contractor within 36 hours. Contractor shall take necessary shut down from UP Power Corporation for repairing work. In case of delay beyond 36 hours, a fine of `1000/- per day of delay or part thereof shall be imposed. The structure shall be painted in Aluminium paint once in the 12 months at the cost of the contractor.

**11/0.4 KV, 800 KVA Transformer ( 1 No. )**

Contractor shall check the oil level weekly and if the level is low, necessary topping up is to be done by the contractor at his labour cost. Cost of Oil and cost of centrifuging will be borne by the bank. Any fault in the Transformer shall be attended and rectified by the contractor within 48 hours. In case of delay beyond 48 hours, a fine of `1000/- per day of delay or part thereof shall be imposed. The Transformer Yard shall be kept clean and all grass/ vegetation etc. shall be removed quarterly.

**DG Set Operation (Two DG Set of 500 KVA & 320 KVA Capacity )**

In case of non-availability of main power supply, DG Sets already installed shall be operated & continuous power supply to the entire building has to be ensured. Diesel & other consumable shall be provided by the Bank. **A record of operation (Log Book) of DG Sets is to be maintained.** Cleaning & maintenance of cooling towers of the DG Sets are to be done regularly. The DG sets and DG room shall be kept clean.

Diesel will be provided by SIDBI through a Petrol Pump in the area at the cost of SIDBI. However, transportation of diesel from petrol pump to the premises and the cost of transportation will be contractor's responsibility. Contractor shall maintain a log book giving the details of diesel consumption. Contractor shall also coordinate with AMC provider engaged by SIDBI in case of any break-down of DG set.

#### **Maintenance of Electrical Fan Motor of cooling Tower for DG set (three nos.)**

Contractor has to maintain the above fan motors including its periodical oiling & greasing. In case of any electrical fault / breakdown, contractor has to repair/ rewind the motors within 48 hours. The Contractor will be reimbursed the cost of rewinding / materials/ labour for rewinding /repair etc at the mutually agreed cost, on production of bills which shall be subject to verification. However, no labour payment shall be admissible for minor repairs. In case of delay beyond 48 hours, a fine of ₹500/- per day of delay or part thereof shall be imposed.

#### **LT Panels, Cablings (HT & LT ), Internal Wiring, Rising Main, & DBs**

Any fault in any panel, cabling and wiring shall be attended and rectified by the contractor within 36 hours. The Contractor will be reimbursed the cost of materials etc. on production of bills which shall be subject to verification. However, no labour cost will be paid. In case of delay beyond 36 hours, a fine of ₹1000/- per day of delay or part thereof shall be imposed. All fused tube lights/lamps/ bulbs are to be replaced immediately by the contractor which will be provided by the bank. Records of such replacement to be maintained by the contractor in a register.

#### **Maintenance of Earth Pits**

All earth pits shall be checked periodically and filled in with water once in a month.

#### **Lightning Arresters**

All Lightning Arresters are to be checked for continuity once in a month and in case of any fault, same shall be rectified immediately.

#### **Maintenance of Pumps (Four water-lifting pumps, two sump pumps & three pumps for DG set )**

Contractor has to maintain above pumps including periodical oiling & greasing. In case of any electrical fault / breakdown, contractor has to repair/ rewind the motors within 48 hours. The Contractor will be reimbursed the cost of rewinding / materials/ labour for rewinding /repair etc at the mutually agreed cost, on production of bills which shall be subject to verification. However, no labour payment shall be admissible for minor repairs. The control circuit for operating pumps in auto mode shall also be looked after by the contractor. In case of delay beyond 48 hours, a fine of Rs 500/- per day of delay or part thereof shall be imposed.

### **Maintenance of Electrically operated gates ( two nos. )**

Contractor has to maintain the above gates including periodical oiling & greasing. In case of any electrical fault in the gates the contractor has to repair the same within 48 hours. The Contractor will be reimbursed the cost of rewinding / materials/ labour for rewinding / major repair etc at the mutually agreed cost, on production of bills which shall be subject to verification. However, no labour payment shall be admissible for minor repairs. In case of delay beyond 48 hours, a fine of ` 200/- per day of delay or part thereof shall be imposed.

### **DAILY / WEEKLY GENERAL CHECKS FOR ALL EQUIPMENTS AND PANELS**

#### **Daily Checks**

**A.** Check all the equipments and panels for any abnormal heating.

#### **ACTION**

- a) If heating is noticed immediately inform the supervisor.
- b) In serious case switch off the connected equipment.
- c) Record in the register.

**B.** Check all the equipments and panels for any abnormal noise.

#### **ACTION**

- a) If abnormal noise is noticed immediately inform the supervisor.
- b) In serious case switch off the connected equipment.
- c) Record in the register.

**C.** Check all the instruments and see whether they are working or not and also for any breakage/ oil leakage in the equipments/ panels installed.

#### **ACTION**

- a) If any abnormality is noticed immediately inform the supervisor.
- b) In serious case switch off the connected equipment.
- c) Record in the register.

**D.** Check whether any inflammable materials like oil, wood, broken furniture, packing cover, paper etc. which are fire hazards are stored in the sub station, HT panel room and LT panel room.

#### **ACTION :**

- a) If such materials are stored get them removed at the earliest.
- b) Record in the register.

- E. Checks volts & amps, power factor/ indication lamps, on-off switches, earthing, earthing bus in electrical panel.

**ACTION :** If anything found improper, inform supervisor immediately.

### **Weekly checks**

Check :

- a) Oil level of transformers/ oil circuit breaker.
- b) Colour of silica gel.
- c) Power factor.

### **ACTION**

If not as per standard (to be found out from supervisor) inform supervisor.

### **Monthly Checks**

- a) Checks ELCB'S/ MCCB'S isolator operating mechanism, tightness of all lugs & gland, contractor operation.
- b) Inspection of Bus Bar chamber.
- c) Check connection of rising main, earth leakage test, continuity test.

The following precautions shall be strictly followed by the contractor.

### **DO's**

- 1. Use correct size and quality fuses when renewing blown fuse.
- 2. Cultivate the habit of turning your face away whenever an arc or flash may occur.
- 3. Disconnect the supply immediately in case of fire on or near the electrical apparatus.
- 4. Test rubber gloves periodically.
- 5. Place rubber mats in front of electrical switch board.
- 6. Before working on any circuit or apparatus, make sure that the controlling switch are opened and locked or the fuse holders with drawn.
- 7. Placing "men working" or other warning boards on main switch before commencing work.
- 8. Always treat circuits as alive, until you have proved them to be dead, the insulation of contractors may be defectives.
- 9. See that all the connections are securely made.

### **DON'Ts**

1. Do not replace a blown fuse until you are satisfied as to the cause and have rectified any irregularity.
2. Do not use copper wires or fuse wires as substitute for HRC fuses.
3. Do not close any switch, unless you are familiar with the circuit which it controls and know the reason for its being opened.
4. Do not touch or tamper with any electrical gear, unless you have made sure that it is dead and earthed.
5. Do not work on live circuits without the prior orders of the person in-charge, make certain that all safety precautions have been taken and are accompanied by a second person competent to render first aid and artificial respiration.
6. Do not disconnect earth connections or render ineffective the safety gadgets installed on mains and apparatus.
7. Do not tamper with the meter boards and cutouts unless you are authorised to do so.
8. Do not expose your eyes to an electric arc, painful injury may result even with short exposure.
9. Do not close or open a switch or fuse slowly or hesitatingly, do it quickly and positively.
10. Do not place any part of your body in circuit either to ground or across the terminal when making a connection or operating.
11. Do not use wires with poor insulation.
12. Do not touch any electric circuit when your hands are wet, or bleeding from a cut or an abrasion.
13. Do not work on energised circuits without taking extra precautions such as the use of rubber gloves and tools with wooden handles.

**ARTICLE OF AGREEMENT**

ARTICLE OF AGREEMENT made at Lucknow on this \_\_\_ day of \_\_\_ 2018 between Small Industries Development Bank of India, a corporation established under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at 15, Ashok Marg, Lucknow (hereinafter called the Bank) of One Part And " \_\_\_\_\_ " a \_\_\_ within the meaning of the \_\_\_ and having its Registered Office at \_\_\_\_\_ [hereinafter called the Comprehensive Electrical Maintenance of SIDBI Tower, Lucknow (CONTRACTOR)], the Other Part / Second Part.

Whereas the Bank is desirous of awarding the job of Comprehensive Electrical Maintenance works at SIDBI Tower, LUCKNOW. (hereinafter referred to as the premises and more precisely described in the Tender Documents) under Comprehensive Electrical Maintenance of SIDBI Tower, Lucknow (CONTRACTOR) Contract. The services include electrical maintenance and repairs of electrical equipments etc. and any other similar systems and services for the Bank's Office building. The details of services and scope of work / services are given in Tender Document and Addendum which forms part of the Agreement and the Tender Document and Addendum for the sake of brevity will be referred to as the " Contract Document " in these presents.

Whereas the said contract was awarded to the Contractor vide Bank's letter No. \_\_\_\_\_ dated \_\_\_\_\_, 2018 which was duly accepted by the contractor on \_\_\_, 2018 (hereinafter referred to as the 'offer letter'). Whereas as per the offer letter, Contractor is required to execute an agreement with the Bank and to reduce the terms and conditions as agreed upon into writing through these presents.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. For the consideration hereinafter mentioned, the Contractor will hereby agree upon and subject to the terms and conditions contained therein, carry out all the work and render the services, as indicated in Annexure I and more particularly described in contract document at all the designated places.

2 a) The Bank after satisfaction of the services rendered by the Contractor, will pay to the contractor contract amount of ` \_\_\_\_\_

(Rupees \_\_\_\_\_ only) per year (hereinafter referred to "the Contract Sum"), details of which are given at Annexure II or such other sum as shall become payable hereunder on monthly basis after completion of each month and submission of bill thereof after performing all the work in pursuance of the Contract Document and to the satisfaction of the Bank.

b) The GST is included in the contract amount and Contractor will pay Tax directly to the concerned authority and produce its necessary proof, if demanded by the Bank.

3. The Contractor shall arrange every reasonable facility and carry out all works relating to the maintenance of various services in the manner laid in the contract documents till the completion of the contract.

4. This contract is neither a fixed Lump Sum contract nor a Piece work contract. But is a contract for comprehensive Electrical Maintenance of SIDBI Tower, Lucknow and its services / facilities and to be paid for proportionately according to the actual service performed.

5. The Bank reserves to itself the right of altering the scope of work and nature of the work by adding to or omitting any items of work or having portion of the same carried out through other agency without prejudice to this contract. The contractor will only be paid for the actual service performed and work done payable at the accepted unit rates.

6. The parties hereto shall abide by, submit themselves to the conditions and perform the task as per the agreement on their parts respectively in such conditions contained.

7. This agreement and the documents mentioned herein shall form the basis of the contract. The provisions contained herein shall be read in conjunction with the provisions of the said documents.

8. The Contractor hereby agree and declare that

a) his quoted cost / rates as indicated above includes day to day maintenance and repairs as detailed out in the contract document and shall be inclusive of all labour and material including all duties, royalties GST or any other taxes or local charges. No extra claim on this account will be entertained. However, Labour charges for major repairs (beyond scope of work) will be paid extra to the Contractor as explained in the tender.

b) It shall not demand any conveyance charges from the Bank for performing the work as per the terms and conditions of the contract.

c) The contractor shall liaison with the statutory authorities for compliance of statutory requirements and produce all the relevant statutory documents for inspection by the Bank and Government Authorities.

9. If the Bank is not satisfied for the services rendered by the contractor, recovery will be made by the Bank for not carrying out the job stipulated within reasonable period as per the terms and conditions of the contract document.

10. The contractor, as per the terms of the contract, agrees and declares that number of full time / part time skilled / unskilled workers to be employed by the contractor shall be strictly adhered to so as to perform the work satisfactorily during the entire period of the contract. In case, additional resources are required for satisfactory performance of the job, the same shall be employed by the Contractor at its own cost and no additional payment shall be made by the Bank.

11. Both parties hereby agree that timely performance of the contractual obligation shall be considered as the essence of the contract and the contractor hereby agrees to perform the job to the satisfaction of the Bank during the stipulated contract period within reasonable time.

12. All payments by the Bank under this contract will be processed only at Lucknow in Indian Rupees and shall be within 15 working days from the submission of bills including period of checking subject to bill being in complete shape as described in the contract document and format to be mutually agreed.

13. That the several parts of the contract documents have been read by the contractor and fully understood by him/them. The contractor shall not be entitled for the payments for any extra major work done beyond the contract unless ordered for, by specific instructions with prior approval from the Bank.

14. This contract shall be initially for a period of 2 years from the date of commencement of the work i.e. \_\_\_\_\_, 2018 and The Material rate quoted by the contractor shall be remain unchanged for the entire period of the contract, however manpower wages would be paid on actual labour deployed at site as per the prevailing minimum wages as per Ministry of Labour & Employment, Office of Chief Labour Commissioner, N. Delhi.

The contract can be extended further, if need be on the mutually agreed terms. If the Contractor fail to perform any of its obligations under this



agreement and if the Bank is dissatisfied with the services of the Contractor during the regular and / or extended period, the services of the Contractor will be terminated by the Bank after giving a notice period of one month and the Bank shall have right to encash the Bank Guarantee submitted as Security Deposit. The Bank shall not be liable for any cost, damage, expenses or any loss whatsoever that Contractor may suffer due to termination of the contract. In case Contractor do not want to continue with the contract, he may terminate the contract by giving 3 months notice to the Bank and he shall continue to perform his duties during notice period or till alternate arrangement is made by the Bank, whichever is earlier. Under such situations, the Bank shall have right to forfeit the security deposit by encashment of the Bank Guarantee and to award the contract to new agency.

15. During the currency of the contract, it shall be the responsibility of the contractor to keep all their labour / staff insured for the amount indicated in the tender as well as to comply all the provisions of prevailing labour legislation and all other relevant Acts for minimum wages, health facilities, Provident Fund, ESIC etc. and the Bank will not be liable or responsible for any damages, claim, charges whatsoever demanded by any Authorities / Forum for Servants or Agent of the Contractor for any wrongful act or omission not complying the statutory requirement or for any matter connected therewith. In case any claim is received by the Bank on this account, the contractor shall indemnify the Bank for the same.

16. In case, contractor do not carry out any items of work or any work carried out by the contractor, is not satisfactory, the Bank will have right to get this work executed by other agency at the risk and cost of contractor and the expenses shall be adjusted from the contractor's bill.

17A. The Contractor shall maintain a proper record / register indicating reason for not attending to any particular complaint within time schedule and also for non-completion of routine activities, failing which appropriate compensation as indicated in contract document shall be recovered.

17B. All the works shall be carried out as per the prevailing practices and by using best quality materials as indicated in tender or instructed by the Bank. The contractor shall be wholly responsible for the damages to the property of Bank / occupants due to improper practices or carelessness, etc.. In such cases, Bank reserves the right to recover appropriate compensation.

18. The contractor cannot sublet the work without the prior permission of the Bank. However, he may be required to depute specialised agencies for a particular work, approval of which may be sought from the Bank before appointing. It shall be entirely contractor's responsibility to pay timely such agencies without any implication on the work.

**19. Conduct of its worker**

The contractor and his workers shall maintain necessary decorum / discipline while carrying out the work. Any indecent behavior shall not be tolerated and stern action for the same shall be initiated against the contractor / his staff.

20. All disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Lucknow and only court in Lucknow shall have jurisdiction to determine the same.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorised official and the contractor has set its hand through Power of Attorney holder Mr. \_\_\_\_\_, M/s. \_\_\_\_\_ has caused these presents and the said to duplicates hereof to be executed on its behalf, the place, day, month and year first herein above written.

SIGNED AND DELIVERED by the Small Industries Development Bank of India by the hand of Shri \_\_\_\_\_, Deputy General Manager, Administration and Premises Vertical.

in the presence of

Shri \_\_\_\_\_, Asst. General Manager, SIDBI, LUCKNOW

Shri \_\_\_\_\_, Manager, SIDBI, LUCKNOW

SIGNED AND DELIVERED by M/s. \_\_\_\_\_ by the hand of Shri \_\_\_\_\_.

In the presence of

i)

ii)

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**TO BE PRINTED ON RS.100/- STAMP PAPER BY ANY PSU BANK OFFICIAL**

**PERFORMANCE BANK GUARANTEE**

1. Small Industries Development Bank of India (hereinafter called as "SIDBI") have entered into Agreement / Contract / Order-\_\_\_\_\_ (hereinafter called "the said Agreement / the said Order"), with \_\_\_\_\_, M/s. \_\_\_\_\_(hereinafter called "the said Contractor / Supplier(s)"), for Comprehensive Electrical Maintenance of SIDBI Tower, Lucknow (indicate the scope of supply).
2. Where as under the terms of the said Agreement / Contract / Order, the contractor / Supplier is required to furnish a Performance Bank Guarantee for Comprehensive Electrical Maintenance of SIDBI Tower, Lucknow (indicate the amount in Rs. / foreign currency) Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to SIDBI during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
3. Accordingly we, Bank Name Lucknow (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (Contractor / Supplier(s)) do hereby undertake to pay to SIDBI an amount not exceeding Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on the failure of Contractor / Supplier in performance of their obligations as per the terms and

conditions of the Agreement / Contract / Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.

4. We, Bank Name Lucknow do hereby unreservedly, irrevocably undertake to pay forthwith the amounts due and payable under this guarantee without any demur, merely on demand from SIDBI stating that the amount claimed is due by way of non performance / unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement / Contract / Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated in the Agreement / Contract / Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to and amount not exceeding Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only).
5. We undertake to pay to SIDBI an amount not exceeding Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.
6. We, Bank Name Lucknow further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement / Contract / Order and that it shall continue to be enforceable till all the dues of SIDBI under or by virtue of the said Agreement / Contract / Order have been fully paid and its claims satisfied of discharged of till SIDBI certifier that the terms and conditions of the said Agreement / Contract / Order have been fully and properly carried out by the said Contractor / supplier(s) and accordingly discharges this guarantee.
7. We, Bank Name Lucknow further agree with SIDBI that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor / Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SIDBI against the said Contractor / Supplier(s) and to forbear of enforce any of the

terms and conditions relating to the said Agreement / Contractor / Order and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said Contractor / Supplier(s) or for any forbearance, act or omission on the part of SIDBI to the said Contractor / Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. We, Bank Name Lucknow lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing and agree that any change in the constitution of the said Contractor(s) / Supplier(s) or the said Bank shall not discharge the Bank of its liability under this deed.
9. The validity of Bank Guarantee shall be up to \_\_\_\_ (atleast 6 months from 2 years of date of issue) and such date shall cover the period of warranty of all the supplies and also the period of defect liability / warranty period for last batch of supplies.

This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE

1. Our Liability under this Guarantee shall not exceed Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only).
2. This Bank Guarantee shall be valid up to (atleast 6 months from 2 years of date of issue).
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand on or before (atleast 6 months from 2 years of date of issue).
4. We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us on before (atleast 6 months from 2 years of date of issue) irrespective of whether or not the original guarantee is returned to us.

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**UNDERTAKING BY THE LABOUR CONTRACTOR**

I, ..... S/o ..... Proprietor /  
Partner / Director of ..... do hereby declare and  
undertake as under:

That in the capacity of independent Labour Contractor for M/s. ....  
..... I have complied with the provisions of all laws as applicable. I have  
paid the wages for the month of ..... which are not less than the  
minimum rates as applicable, to all my employees and no other dues are  
payable to any employee.

That I have covered all the eligible employees under Employees'  
Provident Funds and Miscellaneous Provisions Act and the Employees' State  
Insurance Act and deposited the contributions for the following months and as  
such no amount towards contributions whatsoever is payable.

I further declare and undertake that in case any liability pertaining to my  
employees is to be discharged by the M/s. .... due to my  
lapse, I undertake to reimburse the same M/s. .... is also  
authorized to deduct the same from my dues as payable.

LABOUR CONTRACTOR

Authorized Signatory

### PROFORMA - 1

#### PARTICULARS IN RESPECT OF WORK EXECUTED and WORK IN PROGRESS)

Sl. No.	Name of Work/ Project with Address	Short Description of Work and built up area	Name, Contact details & address of Owner	Value of Work Executed	Stipulated Time of Completion	Actual Time of Completion	Name & contact no. of Organisation /Architect/ Engineering-in-charge
1	2	3	4	5	6 *	7 *	8 *

\* Applicable for executed works

## PROFORMA - 2

### KEY PERSONNEL PERMANENTLY EMPLOYED

Sl. No.	Name	Designation	Qualification	Experience	Years with the Firm	Any Other
1	2	3	4	5	6	7

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