



**भारतीय रिज़र्व बैंक, राँची**  
**Reserve Bank of India, Ranchi**  
**(सम्पदा विभाग / Estate Department)**

**Tender Notice: - Annual Maintenance Contract for undertaking the services of Diesel Generator Set operator at Reserve Bank of India, Ranchi**

*“Reserve Bank of India, hereby, invites tender for **Diesel Generator Set Operator Services for Bank’s office premises**. The tender shall be submitted in two covers in accordance with the procedure detailed below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed. The Tender shall be prepared and submitted in two parts, viz, Part I and Part II, separately in sealed envelopes, clearly indicating on the covers, “Part I – Tender for **Diesel Generator Set Operator Services - Technical Bid**” and “Part II – Tender for **Diesel Generator Set Operator Services – Commercial Bid**”, respectively.*

*These two envelopes containing Part-I (Technical Bid) and Part-II (Commercial Bid) should be properly sealed in a third envelope of adequate size. This envelope shall be superscribed as “Tenders for Diesel Generator Set Operator Services for Bank’s office premises” and addressed to The General Manager (O-i-C), Reserve Bank of India, Ranchi and should reach the office not later than **15:00 hours on March 26, 2021**.” Tenders submitted through Telegraphic, Fax and E-mail mode will not be accepted. The full name, postal address, e-mail address and telefax/ telephone number of the tenderer shall be written on the bottom left corner of the sealed envelope. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.*

*The technical Bid would be opened first and only those firms, who fulfil the terms and conditions will be eligible for participating in the Commercial Bid. The Technical Bids shall be opened at 16:00 hours on March 26, 2021 at Reserve Bank of India, RRDA Building, 4th floor, Pragati Sadan, Kutchhery Chowk, Ranchi - 834001. The bidders should be present at the time of opening of bids.*



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**Tender Notice: - Annual Maintenance Contract for undertaking the services of Diesel Generator Set operator at Reserve Bank of India, Ranchi**

The Reserve Bank of India, Ranchi invites sealed application from reputed vendors for AMC (Annual Maintenance Contract) of Diesel Generator Set Operator. The details of the same may be accessed at the 'Tenders' section of the RBI website (<http://www.rbi.org.in>) or can be collected from Reserve Bank of India, RRDA Building, 4<sup>th</sup> floor, Pragati Sadan, Kutchery Chowk, Ranchi on any working day between 10:00 hours to 17:30 hrs upto March 25, 2021. The last date for submission of completed forms is **March 26, 2021, up to 15:00 hours.**

General Manager (O-i-C)  
Reserve Bank of India, Ranchi  
Date: 25.02.2021



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**Reserve Bank of India, Ranchi**  
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**Tender Notice: - Annual Maintenance Contract for Diesel Generator Set Operator at Reserve Bank of India, Ranchi**

Separate Technical and Commercial Bids in duly sealed covers and super-scribed as "Quotation for AMC of DG Set Operator- Technical Bid "and "Quotation for AMC of DG Set Operator – Commercial Bid" respectively are invited from the firms who are engaged in providing Operator services for Diesel Generator Sets. The list is indicative and not exhaustive.

**Nature of Work:** Onsite operation of Diesel Generator Set

**Place of Work:** Diesel Generator Set installed in the ground floor of Reserve bank of India, RRDA Building, 4<sup>th</sup> floor, Pragati Sadan, Kutchery Chowk, Ranchi and its properties.

**Time Allowed:** 11 months contract from **May 01, 2021 to March 31, 2022**, extendable on a yearly basis for a maximum of two years (upto March 31, 2024) subject to satisfactory performance. It shall be open to either party to terminate this agreement any time during its tenure by giving three months' notice to the other party in writing.

**Mode for Submission**

1. Sealed quotations may be submitted by the firms, fulfilling the terms and conditions as mentioned in Annexure I to this notice, in two separate covers super-scribed "Quotation for AMC of DG Set Operator – Technical Bid" and "Quotation for AMC of DG Set Operator – Commercial Bid". Deviations to the terms and conditions should be stipulated in the Commercial Bid, which is meant only for the quotation of offer price/rate. Non-mention of deviation shall imply compliance with our conditions and requirements. The format of Commercial Bid is given in **Annexure V**. The bank reserves the right to reject an offer on account of any deviation.
2. The Letter should be addressed to the General Manager (O-i-C), Reserve Bank of India, RRDA Building, 4<sup>th</sup> floor, Pragati Sadan, Kutchery Chowk, Ranchi - 834001 and should reach at the earliest, but not later than 15:00 hours on March 26, 2021. The technical Bid would be opened first and only those firms, who fulfil the terms and conditions will be eligible for participating in the Commercial Bid. The Technical Bids shall be opened at 16:00 hours on March 26, 2021 at Reserve Bank of India, RRDA Building, 4th floor, Pragati Sadan, Kutchery Chowk, Ranchi - 834001. The bidders should be present at the time of opening of bids.
3. The Terms and Conditions are stated in **Annexure I**. The Technical Bid should include all annexures duly completed and supported with the required documents. All the documents should be indexed, flagged and page numbered.
4. The Reserve Bank of India is not responsible for non-receipt of quotation within the stipulated date and time due to any reason including postal holiday or delay.



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5. The Bank reserves the right to reject all/part or any of the quotations without assigning any reason thereof. No correspondence in this regard will be entertained.

This Tender is available at Tender section of the Reserve Bank of India website (<http://www.rbi.org.in>) or can be collected from General Manager (O-i-C), Reserve Bank of India, RRDA Building, 4<sup>th</sup> floor, Pragati Sadan, Kutchhery Chowk, Ranchi – 834001 on any working day between 10:00 hours to 17:30 hrs upto March 25, 2021. The Last date for submission of completed forms is **March 26, 2021, up to 15:00 hours**.

General Manager (O-i-C)  
Reserve Bank of India, Ranchi  
Date: 25.02.2021

**List of Annex: -**

- I. Terms and Conditions for AMC
- II. Company Profile
- III. List of AMC assigned to the vendor
- IV. Format of undertaking
- V. Format of Commercial Bid
- VI. Form of Banker's Certificate from a Scheduled Commercial Bank

## **Term and Conditions for the Annual Maintenance Contract**

### **A. Eligibility Conditions**

1. The firm should be in the business of providing Diesel Generator Set Operator services at least for the last 3 years.
2. The firm should have provided services of DG Set Operator etc. to at least two Financial Institutions/Banks/Government sector/PSUs during the last 2 years.
3. The firm should have applicable tax registrations (PAN, TIN, VAT, CST, GST etc.) and provide a copy of each of the registration certificates.
4. The vendor should have an office in Ranchi.
5. The bidder should be located at Ranchi and duly equipped with adequate technical staff and equipment for repair work so as to ensure at least 99% uptime for DG Set. The vendor meeting the above eligibility conditions should only submit their Quotations in sealed covers.
6. **The Technical Bid shall include documentary proof in respect of each of the above 5 points.** Financial bids of a firm who fails to fulfil any of the above condition will not be considered.
7. The vendor has to produce the details of work orders from clients for executing similar works during the last two years in [Annex III](#). RBI shall have the discretion to make such enquiry from the clients as it deems fit.

### **B. Financial Terms & Conditions**

1. The Commercial Bid should be submitted in the format given in [Annex V](#). Only one bid should be submitted in respect of all the items so given in the list. Commercial Bid should not contain any conditions.
2. The scope of coverage of the AMC will be for operating the Diesel Generator Set, informing office regarding malfunction, monitoring downtime etc.
3. The monthly bills, along with necessary certification to the effect that monthly payment to the personnel are made in adherence to minimum wages of State/ Central Government and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc. may be given.
4. The tenderer must provide banker's certificate in annex 'VIII' regarding solvency.

### **C. General Terms & Conditions**

#### **Scope of Work**

1. The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of

any other person or other entity. The vendor shall indemnify the Bank from any claim of demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

### **Deployment of staff**

The duties of the operator will also include, apart from other requirements, as mentioned below:

- a) Keeping note of the consumption of diesel and taking steps (in consultation with RBI) for adequate and timely replenishment of diesel.
  - b) Informing the office regarding any malfunctioning/irregularity noticed during operations of DG set.
  - c) Carrying out any other operations, of a similar nature, as directed
  - d) Monitoring the battery and replenishment of water when required
  - e) Operating the changeover from main switch to DG set at the start of the day and vice-versa at the close of the office
  - f) Maintenance of downtime chart.
  - g) Maintenance of a service schedule and liaising with service provider for servicing as per schedule.
2. The contract will be for a period of 11 months effective from **May 01, 2021 to March 31, 2022** and can be extended for next two years, one year at a time (maximum upto March 31, 2024), if the services being rendered are satisfactory at the sole discretion of the Bank. The contract can be terminated by giving a notice of three months by either of the parties.
  3. The monthly bills, along with necessary certification to the effect that monthly payment to the personnel are made in adherence to minimum wages of State/Central Government and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc would be submitted by the Contractor to Bank's office at Ranchi on the first day of the following month.
  4. The travelling expense of staff for bringing diesel/fuel will be borne by the Bank.
  5. The vendor shall ensure the character and antecedents of staff are verified from police authority before their deployment.
  6. The vendor will provide insurance cover to its staff in the Bank. The workmen/engineer or their legal heirs shall not claim any insurance/job benefit from the bank in case workmen/engineers suffer any loss or damage to their life or person or property while working in the Bank premises.

## Other

7. A health card shall be maintained for all equipment covered under AMC. The vendor shall record therein each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/ maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity shall also be recorded.
8. The bidder shall ensure 99% uptime for DG Set & peripherals covered under the AMC. If during any quarter, the vendor does not maintain the uptime of the equipment(s), proportionate maintenance charges shall be deducted from the amount to be paid for that quarter.
9. The Bank reserves the right to claim damages from the vendor to the extent of loss suffered by it on account of any omission or commission by the vendor. The damage could be to the equipment/property either covered or not covered under AMC.
10. The selected bidder will be required to sign an AMC agreement and the applicable stamp duty will be borne by the vendor. The AMC agreement will have to be signed within the date indicated by the bank.
11. All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of courts in Ranchi Only.
12. In the event of termination of the contract for any reason whatsoever, the contractor/ persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
13. The bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement.
14. **This tender is not transferable and under no circumstance the successful bidder shall be allowed to sub-contract with any other person/party.**
15. In case the contracting firm is not able to accept the contract after it is awarded or if they are not able to do the work after accepting the contract such firm will be liable to pay the damages to the bank including the cost which the bank will have to incur for getting such work done. The above act of backing out would automatically debar the Vendor from an further dealing with this department and the security money would also be forfeited.
16. This office does not bind itself to accept the lowest tender, and reserves the right to reject any or all the tenders received without assigning any reason whatsoever or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected, Canvassing in any form by the tenderer will result in rejection of their tenders.

## **17. Penalty**

The contractor shall ensure that the operator reports for duty on all Bank working days. If in case of unavoidable circumstances, the operator cannot report for duty, the contractor shall arrange for an alternate suitable operator for such period. Else, a penalty of Rs.1000/- per day shall be levied.

18.a) The vendor shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948 and other labour laws wherever applicable, while engaging workers as contract labour for the aforesaid work. The vendor shall obtain a licence as contemplated under the Contract Labour Regulation and Abolition) Act 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuring thereto. The bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way make liable to the labourers engaged by the Vendor. RBI will be absolved from any obligations under the various Central Government statutes regarding contract labour/ minimum wages and the Vendor shall keep RBI indemnified against all actions that may be initiated against the RBI by the statutory authorities for failure/delay/non payment of wages/other benefits (as stipulated by central and state government), by the vendor.

b) The agency/ Vendor has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work under CLRA Act and also keep the Principal Employee indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

19. The vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Vendor only shall be responsible for liabilities, if any, in this regard.

## **20. Force majeure:**

a) If at any time during the continuance of this agreement the performance in whole or delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock-outs or acts of god (hereinafter referred to as Event) provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages



against the other in respect of such non-performance or delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after event has come to an end or ceased to exist; provided further that if the performance in whole or part of an obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 180 days either party may at its option terminate the agreement.

- b) During the continuance of any such event each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

#### **21. Arbitration:**

If any difference arises concerning this agreement its interpretation on the payment to be made there under the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral. Such request shall be accompanied with a panel of the names of three person who are willing to act as arbitrator. The other party within a period of thirty days from receipt of such request select one of the persons named in the panel to act as the Sole Arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at Ranchi and shall be conducted in English. The provision of Arbitration and Conciliation Act 1996 and the rules frames there under and in force shall be applicable to such proceedings.

#### **22. Jurisdiction:**

The Agreement shall be deemed to have been concluded in and all obligations hereunder shall be deemed to be located at ad the courts within the will have jurisdiction the exclusion of all other courts.

#### **23. CONFIDENTIALITY:**

- a) The vendor acknowledge that all materials and information which has or will come into its possession or knowledge in connection with this AGREEMENT or performance hereof whether consisting of confidential and proprietary, data or not whose disclosure to or use by third parties may be damaging or cause loss to the bank will at all times will be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in this AGREEMENT and to release it only to employees requiring such information for the purpose of performing obligations described herein and not to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non –disclosure of confidential information under this AGREEMENT are fully satisfied.

- b) The vendor should undertake that it and its personnel will at all times comply with all the security regulations in effect from time to time at the bank's premises and externally for materials of the bank. The vendor should further undertake to hold in strict confidence any information, whether consisting of confidential and proprietary data or not which has or will come in to its possession in connection with this contract and that it shall not make use of such information other than for fulfilment of its obligations under this contract.

**24. Liquidated damage:**

The vendor shall guarantee 99% uptime for DG Set installed on site. If during any quarter the vendor does not maintain the uptime of the equipment the bank without prejudice to its other remedies under the contract, shall deduct from the contract price, as liquidated damage, a sum equivalent to 0.5 percent of AMC charges of the item for each and every calendar day of downtime. The amount of liquidated damage will be deducted from the amount to be paid to the vendor for that month subject to maximum 5% of agreement value. Down time will be counted from the time of reporting the maintenance call by the bank to the company till the resolution of the problem. Down time of 24 hours or less will be taken as one day for calculation of liquidated damage. The bank may also consider termination of the contract, if any of the items and conditions of the contract are not followed by the company.

**Company/Firm/Contractor's Profile**

Sr. No	Items	Details
1	Registered name of the Company/firm/Contractor	
2	Address of the Registered Office.	Address: Tel: Fax: e-mail:
3	Address of the office at Ranchi	Address: Tel: Fax: e-mail:
4	URL of Vendor's website (if any)	
5	Name and designation of the authorized official Responding to this request	
6	Contact telephone, fax number and E-mail Address of the authorized official	Address: Tel: Fax: e-mail:
7	Type of Company (Whether Private Ltd. Or Public Ltd.) Copy of certificate of registration should be provided	
8	Details of applicable tax Registration Numbers (PAN, TIN, VAT, CST, GST etc.)	
9	Full address of service centre/repair centre in Ranchi	
10	Name of the Officer- in charge of the repair centre	Designation: - Tel No: - Mobile No: - Fax: - E-mail: -
11	Are there any terms and conditions stipulated by the Bank which cannot be adhered to by the vendor?	
12	Whether the vendor has a valid license issued under the contract labour Act, 1970? If yes, please attach copy. If not, whether the vendor has been exempted and if so for what reason.	
13	Whether there is legal action being taken against vendor for any cause in any legal jurisdiction.	



**Undertaking/Certificate of Indemnity  
(To be submitted on the letterhead of the Company)**

General Manager (O-i-C)  
Reserve Bank of India  
RRDA Building, 4<sup>th</sup> floor  
Pragati Sadan, Kutchhery Chowk  
Ranchi- 834001

Dear Sir,

**Annual Maintenance Contract for DG Set operator Services at Reserve Bank of India,  
Ranchi**

In response to your captioned tender dated \_\_\_\_\_, we hereby certify having fulfilled all the eligibility criteria stipulated in it and

1. We accept all the terms and conditions for submitting quotation as mentioned in the said tender.
2. We hereby certify that no terms and conditions have been stipulated by us in the commercial Bid.
3. We warrant that the repair and maintenance service/products to be sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify the Bank from any claim or demand, Action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

Yours Faithfully,

Signature

Name:

Designation:

Place:

Date:

**Commercial Bid**

(To be submitted on the letterhead of the Company)

Rates quoted includes services and manpower to be provided as per general terms & conditions of the Tender **FOR ANNUAL MAINTENANCE CONTRACT OF DG SET OPERATOR SERVICES IN RESERVE BANK OF INDIA, RRDA BUILDING, 4<sup>TH</sup> FLOOR, PRAGATI SADAN, KUTCHERY ROAD, RANCHI- 834001**

(The bidder shall quote in figures and in words)

Description	*Total Quoted Amount for the 11 months (Amt in Rs.)
DG Set Operator Services	
Total quoted amount for 11 months (May 01, 2021 to March 31, 2022) in words-	

- Rate quoted excludes Goods and Service Tax. GST will be payable by the bank as applicable

Signature with date & seal of the firm

**FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK**

This is to certify that to the best of our knowledge and information M/s/Shri..... having under noted address is a customer of our bank and respectable and can be treated as good for any engagement up to a limit of Rs ..... (Rupees ..... )

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)  
For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.