



RESERVE BANK OF INDIA

[www.rbi.org.in](http://www.rbi.org.in)

## NOTICE INVITING TENDER

**E-Tender for Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi' - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017**

### **E-TENDER NO.RBI//RBI/Kochi/Estate/270/22-23/ET/400**

Reserve Bank of India, Kochi invites E-tender for "Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi'.

2.) The Schedule of E-Tender is as follows:

a. Name of work:	Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi' - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017.
b. Mode of Tender	e-Procurement System (Online Part I – Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
c. Date of NIT/tender available to the parties to download from RBI Website.	<b>12:00 Hours on November 14, 2022, onwards</b>
d. Date and venue of the Pre-Bid Meeting (Offline)	<b>11.00 hours on November 22, 2022, at Premises (Estate) section, Reserve Bank of India, Kochi.</b>
e. Uploading the outcome of Pre-bid meeting on to RBI website in the form of addendum, corrigendum, etc.	<b>Before 14.00 hours on November 24, 2022</b>
f. Estimated cost of work	<b>₹28 lakh (Rupees Twenty Eight lakh only) inclusive of GST</b>

g. Earnest Money Deposit (EMD)	<b>₹56,000.00 from each bidder (All participating bidders are required to remit EMD).</b>
h. Bidding Start Date (Techno-Commercial & Financial Bid) <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	<b>14.00 hrs. on November 24, 2022</b>
i. Last date /time for submission of tender.	<b>14:00 Hrs. of December 12, 2022</b>
j. Date & time of opening of tender part-I	<b>15:00 Hrs. of December 12, 2022</b> (Part-II will be opened after intimating the qualified bidders)

3) All interested bidders are invited to participate in the tendering process. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website as given above and will not be published in the newspaper.

(Vijay Kumar Nayak)  
General Manager (O-i-C)  
Reserve Bank of India, Kochi  
November 14, 2022



**RESERVE BANK OF INDIA  
KOCHI**

**NOTICE INVITING TENDER (NIT)  
(Only through e-procurement)**

**SCHEDULE OF TENDER (SOT)**

Reserve Bank of India, Kochi invites E-tenders for 'Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi' - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017. The tendering shall be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). The Schedule of e-Tender is as follows:

<b>a. e-Tender Name:</b>	E-Tender for Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017
<b>b. e-Tender no:</b>	RBI/Kochi/Estate/270/22-23/ET/400
<b>c. Mode of Tender</b>	<b>e-Procurement System</b> <b>(Part I – Techno-Commercial Bid and Part II - Financial Bid</b> through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
<b>d. Date of NIT available to the parties to download</b>	12:00 hrs. on November 14, 2022 onwards
<b>e. Pre-Bid meeting (Offline)</b>	11:00 hrs. on November 22, 2022 at Reserve Bank of India, Ernakulam North, Kochi - 682018
<b>f. Uploading the outcome of Pre-bid meeting on to RBI website in the form of addendum, corrigendum, etc.</b>	Before 14.00 hrs. on November 24, 2022

<b>g. Estimated cost of work</b>	<b>₹28,00,000/- (Rupees Twenty eight lakh only) including GST.</b>
<b>h. Earnest Money Deposit (EMD)</b>	<b>₹56,000/- (₹ Fifty six thousand only) by NEFT: Beneficiary Name: KOCHIHRMD&lt;space&gt;Bidder's name Beneficiary Account Number: 186003001 Beneficiary IFSC: RBIS0KCPA01 Remarks: ELECTRICAL RBI KOCHI  Note: There is no exemption to MSME/UDYAM registered bidders from the payment of EMD.</b>
<b>i. Due date for submission of EMD</b>	<b>Before 14.00 hrs. on December 12, 2022</b>
<b>j. Bidding Start Date (Techno-Commercial &amp; Financial Bid)</b> <a href="http://www.mstcecommerce.com/eprocho/me/rbi">www.mstcecommerce.com/eprocho/me/rbi</a>	<b>14.00 hrs. on November 24, 2022</b>
<b>k. Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Financial Bid</b>	<b>14:00 hrs. on December 12, 2022</b>
<b>l. Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid)</b>  <b>Date &amp; Time of opening of Part-II (i.e. Financial Bid)</b>	<b>15:00 hrs. on December 12, 2022</b>  <b>Opening of Financial Bid shall be intimated to all eligible bidders separately.</b>
<b>m. Transaction Fee</b>	<b>As applicable and charged by MSTC Ltd. Payment of Transaction fee through MSTC Gateway /NEFT / RTGS in favour of MSTC Limited or as advised by M/s. MSTC Ltd.</b>

The Agreement shall be for provision of the said services for a period of one year, i.e. from December 01, 2022 to November 30, 2023, which shall be extendable for further short periods or for one year at a time (subject to the condition that the total Contract period shall not exceed three years from the date of commencement of the Contract) at the rates as mentioned in the tender / with mutual consent, at the sole discretion of the Bank, depending on the performance of the Contractor.

The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all the supporting documents complete in all respects on or before November 25, 2022, up to 03:00 p.m. Tenderers shall submit Tender proposal along with a refundable EMD of ₹56,000/-, as prescribed in the Tender. The technical bids (Part I) will be opened electronically on November 25, 2022, at 04:00 p.m. In the event of any date indicated above being declared as a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part II) of only those bidders who are found to be eligible on evaluation of their Part I documents will be opened on a later date. Decision in this regard will be at the sole discretion of the Bank. Date of opening of Part – II ie; financial bid of the tender shall be intimated to the eligible bidders.

Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise, the Bank reserves the right to reject their candidature. Tenders without EMD or tenders with EMDs remitted after the due date and time of submission of EMD, will not be accepted under any circumstances.

Bank is not obliged to accept tender of low value only. The Bank reserves the right to accept a tender in whole or in part thereof. The Bank also reserves the right to reject all tenders without assigning any reason. The Bank also reserves the right to extend tender timeline, if required.

Amendments / Corrigendum to be made in the tender, if any is issued in future, the information will be notified only in the RBI website and the said MSTC website and will not be published in newspapers. Bidders may please note to complete the tendering process well in advance and no request for extension of timeline for submission of tender beyond the specified timeline specified in the tender shall be entertained by the Bank.

**The General Manager (Officer-in-charge)  
Reserve Bank of India  
Kochi**

## Table of Contents

<b>Sl. No.</b>	<b>Description</b>	<b>Page Nos.</b>
1	Notice Inviting Tender	1-3
2	Disclaimer	5
3	Form of Tender	6-7
4	Important Instructions for e- Tender	8-11
5	Part-I-Techno Commercial Bid	12
6	General Instructions to Bidders	13-17
7	Part-1- Eligibility Criteria	17-23
8	Part-1- General Terms and Conditions	24-32
9	Part-1- Scope of Work, Duty Hours, Shift Timings	33-36
10	Undertaking	37
11	Part-II Financial Bid	38-39
12	Annexure A - Solvency Certificate - Format	40
13	Annexure B – Client Certificate - Format	41
14	Annexure C – Proforma of Performance Bank Guarantee	42-44
15	Annexure D – Draft Articles of Agreement	45-46
16	Annexure E – Details of Banker	47
17	Annexure F – Check list of documents to be uploaded	48

## **DISCLAIMER**

Reserve Bank of India, Kochi has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest thereof.

## Form of Tender

The General Manager (Officer-in-Charge  
Reserve Bank of India,  
Kochi

Date:-  
Place:-

Dear Sir,

We have carefully examined the terms and conditions, scope of work, and schedule of quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the Tender, we hereby offer to execute the works specified in the said Memorandum during the time specified in the said Memorandum at the rates mentioned and in accordance with in accordance with all respects of specifications, and instructions in writing referred to in articles of agreement, general instructions to the Tenderers, general terms and conditions, scope of work, specification and schedule of quantities, etc., and in all other respects, in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

(a)	Description of works	E-Tender for Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi
(b)	Estimated cost	Rs.28,00,000/- (Rupees Twenty eight lakh)
(c)	Earnest Money	Rs.56,000/- (Rupees Fifty six thousand)
(d)	Mode of Payment	As per Clause 1.32 of General Instructions to Bidders.

- I/we undertake to offer my/our services in conformity with scope/nature of work and the Terms and Conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
- Should this tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors or assignees or nominees such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.
- I/We also agree that our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money deposit



valid during the entire period of validity of Tender, as per enclosed Proforma (Annexure III).

5. I/We have deposited a sum of Rs.56,000/- as earnest money deposit with the Bank, which amount shall not bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Bank.
6. I/We, do here by declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also I/We have neither been suspended / delisted /disqualified by any organization including Reserve Bank of India for any reason nor any such proceedings are pending or contemplated. I/We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.
7. The Tender is submitted in two parts, ie; Part I and Part II. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the Price in the Bank's e-Tender proforma.
8. The details of our bankers as per the format ([Annexure E](#)) are uploaded.
9. Client Certificate/s as per the proforma ([Annexure-B](#)) is/are uploaded.
10. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary.
11. I/We understand that you reserve the right to accept or reject any or all the Tender either in full or in part without assigning any reason, therefore.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

For and on behalf of M/s \_\_\_\_\_

\_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

(Certified true copy of the Power of Attorney of the above signatory, as per the proforma (Annexure VIII) should be enclosed).

Witnesses

(1) Signature with \_\_\_\_\_

Name, address and date \_\_\_\_\_

(2) Signature with \_\_\_\_\_

Name, address and date \_\_\_\_\_

### **Important instructions for E-procurement**

All Bidders are requested to read the entire terms & conditions of this tender before submitting their online tender.

#### **Process of e-Tender**

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE BID HAS TO BE SUBMITTED ON-LINE at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)**

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts. → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC / RBI, Kochi, before the scheduled time of e-Tender.

#### **Contact person (RBI – During Office Hours Only):**

1. Mr. Shaji Thomas (AGM - Estate) 9445245365, ([shajithomas@rbi.org.in](mailto:shajithomas@rbi.org.in))
2. Mr. Mugilarasan T (Asst. Manager - Estate) 9176468377 ([mugilarasant@rbi.org.in](mailto:mugilarasant@rbi.org.in))

#### **Contact person (MSTC Ltd):**

1. **Mr. Santhosh Kumar Rajendran, Thiruvananthapuram, [skrajendran@mstcindia.co.in](mailto:skrajendran@mstcindia.co.in), Ph: 8884600700**
2. Mr. Remil Rashid, Branch Manager, [rrashid@mstcindia.co.in](mailto:rrashid@mstcindia.co.in), Mobile: 0471-2529137 | Office Address: First floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, Thiruvananthapuram - 695014
3. Mr. Sushil Nale, Assistant Manager, [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in), Mobile: 09987758430

4. Ms. Archana, Assistant Manager, [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in), Mobile: 09990673698
5. Ms. Rupali Pandey, Executive, [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in), Ph: 02222886268
6. Mr. Tejas V, Executive, [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in), Ph: 02222822789

Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

**The MSTC Helpdesk numbers are: 033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)**

## **B) System Requirement:**

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet browser.
- III. Signing type digital signature
- IV. Latest updated **JRE 8 (x86 Offline)** software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode if enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".

Other Settings:

- Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

2. The Techno-commercial Bid and the Financial Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Bids will be opened electronically on the specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

## **Special Note towards Transaction fee**

4. The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

**Transaction fee is non-refundable.**

5. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

**NOTE:** Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

6. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that the corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

**7. e-Tender cannot be accessed after the due date and the time mentioned in NIT.**

**8. Bidding in e-Tender:**

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) Only the vendor(s) who have submitted transaction fee can submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Government. depts. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to every body else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and

the Vendor for execution of supply.

- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable.
- n) Submission of bid in the e-tender floor by any vendor confirms his acceptance of all the terms & conditions of the tender.
- o) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- p) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- q) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprhome](http://www.mstcecommerce.com/eprhome) to familiarize them with the system before bidding.
- r) No deviation to the technical and commercial terms & conditions are allowed.
- s) **The description of the items (in the financial bid) in the MSTC portal will be short description due to the restriction in number of characters. The bidders have to read the complete description of each item from the tender document (Part-II - Financial bid) and quote accordingly.**



**RESERVE BANK OF INDIA  
KOCHI**

**E-tender for Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017**

**E-tender - No: RBI/Kochi/Estate/270/22-23/ET/400**

**PART - I**

**TECHNO-COMMERCIAL BID**

**Name of the Tenderer: \_\_\_\_\_**

**Address: \_\_\_\_\_**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Date of Tender available to download</b>	<b>12:00 hrs on November 11, 2022</b>
<b>Pre-Bid Meeting (Offline)</b>	<b>11:00 hrs on November 21, 2022</b>
<b>Date of closing of online E-tender</b>	<b>14:00 hrs on December 09, 2022</b>
<b>Date of opening of Part- I of the Tender</b>	<b>15.00 Hrs on December 09, 2022</b>
<b>Validity of Tender</b>	<b>90 days from the date of opening of Part 1 of the tender and further extension of validity under mutual agreement.</b>

## **1. General Instructions to Bidders for participating in the Tender**

1.1. Tenders are invited under two-bid system, from reputed companies/agencies/firms for Maintenance of Electrical Installations, operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi by deploying licensed Electricians, **for an initial period of one year from January 01, 2023 to December 31, 2023 or for such shorter period as may be decided by the Bank subsequently**, as laid down in contractual obligations. However, the contract can be renewed annually for a further period of one year or maximum of two years from the ending of the initial contract period, subject to the Bank's administrative convenience and requirement.

1.2. The duties of electricians are required in the Bank's Office Premises and its Residential Colonies as per the scope of work mentioned in Section '4' of the document with a provision of increasing / decreasing the scope of work based on the Bank's requirement with prior notice to the service provider.

1.3. The minimum number of duties required, duty hours, shift timings and other conditions and details related, are given in section '4.2.1' of the document. The Bank reserves the right to increase or decrease the minimum number of duties required, before awarding the contract, at any time during the currency of contract or at the time of renewal of the contract, if any, with prior notice to the service provider.

1.4. Before participating in the tender, the bidder may go through the general terms and conditions, scope of work, all other conditions, instructions, requirements etc. on which the work will be awarded by the Bank, or which are to be executed / submitted by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.

1.5. The bidders shall pay the required transaction fee to the MSTC as will be specified in the MSTC portal (details given in page number 2 of this document). Without paying the transaction fee, the bidders will not be able to participate in the bidding.

1.6. Part I and Part-II of the tender shall be electronically submitted by the bidder or their authorized representative in the MSTC portal (the details of which are given from page number to 4 to 7 of this tender document) within the due date and time for submission of the bid. The bidders will not be able to bid in the MSTC portal after the due date and time as specified in the Schedule of Tender (Page 1 and 2 of this document).

1.7. The bidders shall accept the Part-I (Techno-Commercial Bid) of the tender document in full and agree to all terms and conditions of the tender while bidding in the MSTC portal.

1.8. All values to be quoted in the Financial Bid shall be exclusive of GST. However, GST at applicable rates (currently 18%) will automatically be applied over and above the rates quoted and the same can be viewed by the bidders real-time. The rates quoted shall be in Indian National Rupees (INR) only.

1.9. The bids (Part I and Part II) will be opened electronically on the specified dates as per the Bank's procedures. The Part-II (Financial Bid) of only those bidders who qualify in the Techno-commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified bidders.

1.10. The bidders shall deposit Earnest Money Deposit (EMD) for an amount of **₹56,000/-** (Rupees Fifty six thousand only) by NEFT/RTGS to Account Number: 186003001; IFSC: RBIS0KCPA01; Beneficiary Name: KOCHHRMD <space>Bidder's Name, on or before the specified date in the Schedule of the Tender (Page 1 and 2 of this document).

1.11. Any Tender not accompanied by Earnest Money Deposit (EMD) or any tender with EMD submitted after the due date for submission of EMD, shall be rejected. **The bidders shall also note that there is no exemption to MSME/UDYAM registered bidders from the payment of EMD.**

1.12. EMD shall be forfeited if the bidder withdraws their bid (tender) during the period of tender validity or fails to execute the contract or accept the award of work.

1.13. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I, the period of which may be further extended by the Bank upon agreement with the bidder(s). The bidder shall not cancel or withdraw the tender or change the quoted rates during the validity of the tender.

1.14. The Bank reserves the right to accept any tender and to reject any or all the tenders, without assigning any reason thereof. The Bank is not bound to accept the lowest or any tender and reserves the right to accept the tender either in full or in part. The Bank may also at any time terminate the tendering process without assigning any reason.

1.15. **The successful bidder has to at least minimum wages to the staff deployed as per the Basic Rates and Variable Dearness allowance specified for employees in 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING.....' under 'Area B' in the Notification issued by the Chief Labour Commissioner(C), Ministry of Labour and Employment, Government of India, from time to time i.e. with effect from 1st April and 1st October every year. For the same purpose, the Electricians shall come under the category "Skilled/Clerical", of the above-mentioned notification(s). The Bank will revise the Basic Rate and VDA component only, as and when the Government of India notifies the wage revision. However, the contractor must pay the mandatory statutory components as specified under para 1.16. below, to the staff, according to the revised minimum wages. The bidders shall keep in mind the latest Government of India's notified wage structure as well as the possible increase in the mandatory statutory components while quoting the bid.**

1.16. **The successful bidder has to pay the PF, ESI and Annual Bonus mandatorily to their staff deployed at the Bank as per the relevant statutes, even if the bidder is not statutorily required to pay the same to the bidder's staff. The annual charges for the same( employer's contribution in case of PF and ESI )shall be quoted under serial no. 2 of the financial bid. Only in case of PF, if the staff, after his deployment in the Bank, gives a declaration in writing to the Bank that the staff is not willing to be enrolled in PF, shall the bidder abstain from paying PF for the particular staff.**



**However, while quoting, such factors shall not be considered by the bidder and the bidder shall mandatorily include the charges of PF, ESI and Annual Bonus also under serial no. 2 of the financial bid**

**1.17. The bids of bidders who resort to irrational underquoting, whether intentionally or erroneously, of any components of financial bid shall be liable for disqualification and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder from among the eligible bidders. The Bank may however give opportunity to such bidder to substantiate their offer by seeking their rate analysis / breakup and comments within a time frame specified by the Bank. However, the overall quoted amount, if found insufficient even to pay for the current minimum wages and the mandatory components of PF, ESI and Annual Bonus as specified in clause 1.15 and 1.16 above, for the minimum number of duties required, the bid shall be summarily rejected and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder from among the eligible bidders. The decision of the Bank regarding such disqualification will be binding on the bidders and shall be final.**

1.18. If it is found at any time before or after awarding of work that any bidder is disqualified during the last 3 years ending November 30, 2022, by any of the Govt. Departments / Institutions / Autonomous bodies / Local Bodies / Municipalities / Public Sector Undertakings, etc., then such bidder will either be disqualified by the Bank from the tendering process or the contract awarded will be terminated by the Bank (even if the work has already been awarded).

1.19. The Bank shall disqualify the bidder if it is found before award of the work that the contractor has given any wrong information or false / fraudulent document to establish his eligibility in participating in the tender. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years.

1.20. The Bank will award the contract to the bidder who has been found 'eligible and qualified' to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document, and such bidder will be called 'Successful bidder'.

1.21. The Bank will communicate to the successful bidder through a letter of award of work and only when such communication is sent, one can treat that a decision has been made by the Bank with respect to the award of contract.

1.22. The Bank shall terminate the contract if it is found after award of the work that contractor has given any wrong information or false / fraudulent document to establish his eligibility in participating in the tender. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years.

1.23. The successful bidder must execute an agreement in non-judicial stamp paper of required value as per the draft of which is mentioned in [Annexure – D](#) within a period of one week from the date of issue of Letter of Award. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work and the contract shall be treated as cancelled and the

EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give a seven days' show cause notice (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person / agency / company. The decision of the General Manager (Officer-in-Charge), RBI, Kochi shall be final in this regard.

1.24. The successful bidder must submit a **Performance Bank Guarantee** as per [Annexure-C](#) of this document, for an amount equal to 5% of the value of the contract (inclusive of applicable GST payable by the Bank) within a period of two weeks from the date of issue of Letter of Award. **The Performance Bank Guarantee should be valid up to the expiry of the contract and the period of claim shall be valid till two months beyond the expiry of contract.** If the successful bidder fails to submit the Performance Bank Guarantee as specified above within the stipulated period, the letter awarding the work and the contract shall be treated as cancelled and the EMD deposited shall be forfeited.

1.25. The Contract shall come into full force and effect on the date mentioned in the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.

1.26. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee as per [Annexure-C](#) and executes contract agreement with Bank. The Bank shall not pay any interest on the EMD. The EMD of the unsuccessful bidders will be returned within 30 days of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the validity of tender.

1.27. The Performance Bank Guarantee as per [Annexure-C](#) given by the company/agency/firm shall be liable to be revoked, forfeited or appropriated in the event of unsatisfactory performance of the company/agency/firm or loss/damage, if any, sustained by the Reserve Bank of India, Kochi on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the company/agency/firm. The company/agency/firm shall have no objection to such appropriation.

1.28. Failure of the successful bidder to comply with any of the requirements, terms and conditions of the tender shall constitute sufficient grounds for the annulment of the award and revoke Bank Guarantee submitted.

1.29. Pre-bid meeting: - A pre-bid meeting will be held at Reserve Bank of India, Kochi **at 11.00 hrs on November 21, 2022** to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending bidders are advised to participate in the meeting. Not more than two authorized representatives of any bidder can attend the pre-bid meeting with prior intimation to the Bank. Minutes of the meeting including clarifications or any amendments to the tender will be uploaded as addendum/corrigendum to the tender in MSTC portal and also RBI website, before time specified in the Schedule of Tender.

1.30. All the bidders may please note that any subsequent amendments / corrigendum to the tender, will only be notified in the Bank's website (<https://www.rbi.org.in>) and MSTC Ecommerce portal (<https://www.mstcecommerce.com/eprochome/rbi>) and will not be

published in the newspaper. Bidders are advised to see all the amendments to the tender in the form of addendum/corrigendum, if any, before submitting their bids.

1.31. Bidders are also advised to visit the premises of the Reserve Bank of India, Kochi after obtaining prior permission and acquaint themselves with the site conditions and actual quantum of work before submitting the tender.

1.32. Terms of payment: Payment in respect of this contract shall be made by the Bank on monthly basis on completion of satisfactory services and on fulfilling other terms and conditions as specified under Clause 3.25 and 3.26 of this document.

1.33. All the bidders shall read and understand all the above instructions / conditions and agree to abide by them.

1.34. The General Manager (Officer-in-Charge), Reserve Bank of India, Kochi reserves the right to accept or reject any or all tenders without assigning any reason whatsoever and the decision will be binding on all the parties.

## **2. Qualification/Eligibility Criteria for Bidders.**

2.1. Bidders will have to satisfy the Bank by uploading the copies of documentary evidence in support of their possessing required eligibility (as specified in the table below) in the MSTC portal, and in the event of their failure to do so, the Bank reserves the right to reject their candidature. The qualification / eligibility criteria are as follows:

Sl. No.	Qualification / Eligibility criteria (Name)	Qualification / Eligibility criteria (Description)	Documents required to be uploaded in the MSTC portal to establish compliance to Qualification / Eligibility criteria (MANDATORY)	Other documents which can be uploaded in MSTC portal as supporting documents (NOT MANDATORY)
1	Duration of past experience	Should have minimum <b>5 years</b> of experience in executing similar works* as on September 30, 2022, i.e. the firm should have undertaken any similar work in September 2017 or earlier.	<ul style="list-style-type: none"> <li>a) Copy of work order of any similar work of any amount, issued in September 2017 or before, <b>OR</b></li> <li>b) Copy of agreement for any similar work of any amount, executed in September 2017 or before, or for which the work order was issued, or the work was commenced, during September 2017 or before, <b>OR</b></li> <li>c) Copy of work completion certificate or client certificate for any similar work of any amount for which the work order was issued, or agreement was executed, or the work was commenced, during September 2017 or before.</li> </ul>	a) Client list of the bidder, showing the details of work carried out during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any etc.
2	Qualifying work(s)	<p>The bidder should have <b>successfully completed</b> either</p> <ul style="list-style-type: none"> <li>i) Three similar works each costing not less than ₹11,20,000/- (40% of estimated cost), or</li> <li>ii. Two similar works each costing not less than ₹14,00,000/- (50% of estimated cost,) or</li> <li>iii. One similar work costing not less than ₹22,40,000/- (80% of estimated cost),</li> </ul> <p><b>during the last five years</b> ending September 30, 2022.</p>	<ul style="list-style-type: none"> <li>a) Copy of work order for each of the qualifying work with work completion certificate of the same.</li> <li>b) Copy of client certificate for each of the qualifying works (if the client is a private entity, then copy of TDS details downloaded from the Traces website or account statement of the bidder, as proof of payment for each of the qualifying works shall be submitted. If the client is Govt./PSU/Statutory body, TDS details / account statement are not required)</li> <li>c) Copies of necessary documents to show the separate cost of work for similar work</li> </ul>	<ul style="list-style-type: none"> <li>a) Copy of agreement for the qualifying works.</li> <li>b) Work orders / agreements of any ongoing works which otherwise satisfy the financial limits of qualifying works.</li> </ul>

			(if the work is an integrated type of work).	
3	Annual Turnover	Should have an annual turnover equal to or more than ₹28,00,000/- (estimated cost) during each of the last three financial years ending 31st March (i.e. financial years 2019-20, 2020-21 and 2021-22)	a) Copy of audited income and expenditure statement <b>OR</b> audited profit and loss statement for the financial years 2019-20, 2020-21 and 2021-22.	a) Copy of Annual turnover certificate issued by Chartered Accountant. b) Copy of audited balance sheet for the financial years 2019-20, 2020-21 and 2021-22. c) Copy of income tax return filed for the financial years 2019-20, 2020-21 and 2021-22.
4	Solvency	Should furnish solvency certificate issued by the bidder's banker, for an amount equal to or more than ₹28,00,000/- (estimated cost).	a) Copy solvency certificate issued by the bidder's Bank, on or after April 01, 2022. (For format, please see <a href="#">Annexure – A</a> )	NIL
5	Office/ service set-up in Ernakulam district	Should submit documentary evidence for having an office / service set-up in Ernakulam district.	a) Copies of rent/lease agreements made with the landlord, <b>OR</b> b) Copy of GST registration certificate containing the address of the service set up in Ernakulam district, <b>OR</b> c) Copy of any valid certificate of registration under any relevant law / Act, showing the address in Ernakulam district, <b>OR</b> d) Copy of any other valid document (like bills, licenses etc.) showing the address in Ernakulam district.	NIL

6	Registration, Licenses, certifications etc. required	Must have i) registration as a legal entity, and ii) GST registration	<p>a) Copy of Certificate of Incorporation / Registration (if the bidder is a company), relevant Partnership deed (if the bidder is a partnership firm), or any other such document to establish that the bidder is a legal entity (In case the bidder is a proprietorship concern, GST registration certificate will be enough to establish that the bidder is a legal entity).</p> <p>b) Copy of valid GST registration certificate.</p>	<p>a) Copy of PAN card of the bidder.</p> <p>b) Copy of certificate of registration issued by ESI Corporation.</p> <p>c) Copy of certificate of registration issued by EPF Corporation.</p> <p>d) Copy of any other relevant registration certificate, licenses etc.</p>
7.	Earnest Money Deposit (EMD)	An EMD amount of ₹52,000/- (₹ Fifty two thousand only) has to be remitted by the bidder via NEFT only, to the Beneficiary Account Number: 186003001 with Beneficiary IFSC: RBIS0KCPA01, Beneficiary Name: KOCHHRMD<space>Bidder's name and Remarks: ELECTRICAL RBI KOCHI	Proof of remittance of EMD shall be uploaded in MSTC portal.	a) Copy of NEFT transaction details

\* Similar work means work of maintenance of Electrical installations by deploying electricians for any public or private clients.

2.2. All the documentary evidence and supporting documents shall be uploaded by the bidder in the MSTC portal only and no document should be submitted in any other mode. Documents submitted in any other mode shall not be accepted. **However, the Bank reserves the right to ask any or all bidders to submit any documents, clarifications, certificates, reports or any other relevant information, which form part of the eligibility criteria, in any other mode, after the opening of Part-I of the tender. The bidder shall submit the same in the mode specified by the Bank and within the timeframe specified by the Bank without which the Bank will be constrained to consider the bidder as ineligible.**

2.3. The work orders submitted as proof for experience, should have the date of work order clearly mentioned. Work orders without dates will not be accepted.

2.4. The work completion certificates / client certificates submitted as proof for experience should contain the date of issue of work order or the date / period of commencement of work or the date / period of completion of the work. Work completion certificates / client certificates without indicating work details, proper dates / period as mentioned above, will not be accepted.

2.5. The client certificates submitted for qualifying works should be as per the format given in [Annexure-B](#) of this document. However, client certificates in any other format is also acceptable (even if the certificate is not specifically named as “client certificate”) provided it clearly mentions the following:

- a) The name / nature of work (clearly establishing that the work is a “similar work” as mentioned in the table under para 2.1. above),
- b) The date of both the commencement and the completion of work,
- c) The total amount of work completed / paid, and
- d) The performance of the bidder,

The client certificates (irrespective of the format) without any of the above-mentioned details (from points a to d) will not be accepted.

2.6. If the performance of the bidder is indicated as poor / unsatisfactory, or if any adverse / unsatisfactory remarks about the bidder is indicated in the client certificate submitted for any of the qualifying work, then the bidder shall be disqualified from the tender and the price bid of the bidder will not be opened.

2.7. If any of the work submitted for qualifying work is an integrated type of work, then, the separate cost of work for “similar work” as indicated in the table under para 2.1. above alone will be considered as the amount of qualifying work. Hence, the bidder has to submit adequate documentary evidence to show the separate cost of work for “similar work” alone, from the total cost of work of the integrated work. In the absence of enough documentary evidence to show the separate cost of work for “similar work” alone, the work will not be accepted as a qualifying work.

2.8. The required payment transactions should be clearly marked / indicated / highlighted in the proof of payment submitted (TDS details from trace website or Account statement) for any of the qualifying work, if the client is a private entity. If the transactions

are not clearly marked / indicated / highlighted, or if there is any discrepancy in the transactions which are marked / indicated / highlighted, the Bank shall not accept the document as a proof of payment.

2.9. The actual amount of work completed, will only be considered for checking the amount of qualifying work. If the client is a private entity, and if there is any discrepancy in the actual amount of work completed, as per the client certificate and as per the proof of payment (i.e. TDS details or Account statement) submitted, then, the amount whichever is lower among the two amounts will only be considered for checking the amount of qualifying work.

2.10. If the bidder was involved in carrying out similar work in Reserve Bank of India, Kochi, in the past, then, irrespective of whether the bidder has submitted the same work as any qualifying work, the Bank will consider the performance of the bidder in the same work for deciding whether the bidder will qualify for the tender. If the performance of the bidder in such work was poor / unsatisfactory as per the Bank, then such bidder will be disqualified from the tender and the price bid of the bidder will not be opened. The decision of the Bank in this regard will be final and binding on the bidder.

2.11. The Bank also reserves the right to ask for clarifications regarding the work done or feedback / performance report of any bidder from other offices of the Bank, in case the bidder was carrying out similar work in any other office of the Bank. If the performance of the bidder in any such work as forwarded by any of the Offices / Branches / Departments of the Bank is found to be unsatisfactory, then such bidder will be disqualified from the tender and the price bid of the bidder will not be opened. The decision of the Bank in this regard will be final and binding on the bidder.

2.12. The income and expenditure statements or the profit and loss statements will not be accepted if they are not audited, i.e. if they are not signed and sealed by any registered chartered accountant.

2.13. The solvency certificate will not be accepted either if the date of issue is before April 01, 2022 or if no date of issue is specified.

2.14. Any certificate / document issued or executed by any third party (work order, agreement, work completion certificate, client certificate, solvency certificate etc.) will not be accepted if it is not properly signed and sealed by them.

2.15. The Bank reserves the right to verify the authenticity of any third-party document (like work order, agreement, work completion certificate, client certificate, solvency certificate etc.) submitted, through various modes. If the Bank finds that any of such document submitted is not authentic, the bidder shall be disqualified from the tender and the price bid of the bidder will not be opened.

2.16. The bidder shall also be disqualified from the tender and the price bid of the bidder will not be opened, if:

a) it is observed from the documentary proofs submitted that the bidder is failing to establish the compliance to any of the qualification / eligibility criteria, or



- b) the bidder fails to submit any of the mandatory documentary evidence to establish the compliance to any of the qualification / eligibility criteria, or
- c) it is observed that there is any contradiction in the data in the documentary proofs submitted by the bidder, or
- d) if the bidder submits any mandatory documentary proofs which is not acceptable to the Bank as per the clauses from 2.2. to 2.15 above, thus failing to establish the compliance with any of the qualification / eligibility criteria, or
- e) If the Earnest Money Deposit (EMD) is not submitted or if EMD is submitted after the due date for submission of EMD.

2.17. The documents mentioned in the column – **“Other documents which can be uploaded in MSTC portal for additional information (NOT MANDATORY)”** under clause 2.1. above, will not be considered for deciding whether the bidder is qualifying or is eligible for the work. Uploading the copies of these documents or any other documents which is not specified under the column – **“Documents required to be uploaded in the MSTC portal to establish compliance to Qualification / Eligibility criteria (MANDATORY)”** under clause 2.1. above, is purely voluntary and will be considered only for information purpose.

### 3. General Terms and Conditions.

3.1. The Electricians deployed by the contractor shall have relevant and valid licenses issued by the competent authority to carry out the electrical works and should have minimum 3 years' experience of maintaining HT/LT installations. They should be conversant with their works and duties.

3.2. All the staff deployed should be physically fit and free from any chronic, contagious or other diseases / disabilities that may hamper their ability to carry out their work efficiently. They should be below the age of 55 years. Relaxation in age criteria is permissible only with the prior approval of the Bank. However, under no circumstances, staff below 18 years of age or above 60 years of age shall be employed.

3.3. The contractor should invariably submit the entire list of their staff deployed in the Bank, including their name, parentage, employee number, age, residential address, copies of relevant licenses / qualifications in case of electricians, copies of valid ID cards, along with their photographs and **police verification certificates** within one month of commencement of the contract. Any change / replacement of staff should also be informed in writing to the Bank along with providing the above details of the new staff.

3.4. The Contractor shall ensure that the staff are provided with colour-coded uniforms (approved by the Bank) with company ID cards, and ensure that the staff are wearing the same while on duty. The contractor shall also provide at his own cost necessary hand gloves, gum boots, safety shoes, safety helmets, safety belts, goggles, raincoats, caps, umbrellas, torch, etc. to the staff as per requirement. The charges for the above shall be included under serial no. 2 of the financial bid.

3.5. The contractor shall have an office / service set-up at Kochi with adequate manpower to take care of the replacements / relievers.

3.6. The contractor shall have a current account in scheduled Commercial Bank/s and shall be ready and agree to receive the monthly bill payments through Electronic Modes of Payment.

3.7. The contractor shall abide by the Minimum Wages Act / relevant labour code and all other applicable laws, rules and regulations.

3.8. The staff deployed by the contractor for posting at the Bank's premises shall be the direct employees of the Contractor for all legal purposes and object including contract labour legislations.

3.9. The contractor shall supervise over the staff deployed always and ensure that they carry on the work properly and faithfully to the Bank's satisfaction.

3.10. The Contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act 1948; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961, or the various labour codes passed by the parliament during 2019/2020, whichever is relevant, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to

call for proof of such compliance as and when deemed necessary and Contractor shall abide by the same. The contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep RBI, Kochi indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In the event of the contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Kochi shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment and Security Money Deposit.

3.11. The Contractor will maintain an attendance register within the Bank's premises in which day to day deployment of personnel will be entered. While raising the monthly invoice, the particulars of deployment of the personnel engaged during the month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank. The contractor shall make the payment of wages, etc. to the persons so deployed through ECS/NEFT or other electronic modes only, directly in the account of employed persons and shall furnish copies of bank statement or payment advice, duly certified by the bank through which the contractor is effecting the payments, to the Reserve Bank of India, Kochi, for having paid all the dues to the persons deployed by him for the work under the Agreement, along with the monthly invoice. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of Reserve Bank of India, Kochi in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970 or Occupational Safety, Health and Working conditions code, 2020, whichever is relevant. The contractor shall comply with or cause to be complied with the Labour regulations from time to time regarding payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

3.12. The Bank may put in place manual attendance register(s) or Biometric Attendance devices to monitor the attendance of the workmen employees engaged by the Contractor.

3.13. The Bank shall not be responsible for payment of any compensation for death or injury or accident to any of the staff deployed by the contractor which may arise out of and during their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such staff.

3.14. In case of sickness or leave or absence from duty for whatever cause, of the staff, the Contractor shall undertake to replace such staff with reliever/s. The Bank will not be liable for payment whatsoever because of replacement of staff, which shall be the obligation of the Contractor.

3.15. In case any of the contractor's personnel deployed under the contract is/are found absent (without the contractor providing a suitable reliever) for any duty, a penalty as per the below-mentioned calculation, shall be levied by the Bank and the same shall be deducted from the contractor's invoice(s) in addition to the wage for that duty.

Penalty for absence from duty:  $(A \times C) / (N \times 0.60)$

Where, A - No. of absence from duty

C - Monthly Payment inclusive of taxes

N - Required number of duties per month as per Contract.

3.16. The contractor shall, for proper identification of the employees deployed for the work, issue identity cards bearing their name, photographs and other identification etc. and such employees shall display their identity cards at the time of duty.

3.17. The contractor alone shall be liable to pay the salaries / wages at all times and ensure that the same are not below the minimum wages as prescribed by notifications / orders of Govt. of India to the staff deployed in the Bank and its premises as and when due. The minimum wages shall be considered for **employees in 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING.....'** under **'Area B'** in the Notification issued by the Chief Labour Commissioner(C), Ministry of Labour and Employment, Government of India, from time to time i.e. with effect from 1st April and 1st October every year. For the same purpose, the Electricians shall come under the category "Skilled/Clerical" in the above-mentioned notification(s). The contractor shall maintain all necessary records in this regard and shall be ready to present all payment related documents, attendance, etc., to the Bank, if demanded by the Bank/Statutory Authorities. It is agreed and understood that such staff shall not be considered employees of the Bank and shall not have any claim or right against the Bank. However, the Bank reserves the right to call for and inspect such records, as and when deemed fit by the Bank and Contractor shall supply the same to the Bank within a reasonable time say not exceeding four days. The contractor shall mandatorily pay the employer's contribution with respect to Provident Fund and Employee State Insurance Fund as per the statutory provisions and the contractor must ensure that all his employees are given ESI Cards and EPF Cards immediately. Applicable bonus shall be paid by the contractor to the staff deployed on monthly proportionate basis and proof of the same shall be submitted to the Bank alongwith monthly bill.

3.18. Living Accommodation for the staff, if required, may be provided by the contractor at his own cost. The Bank will not bear any cost or responsibility in this regard.

3.19. The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter, or any transaction undertaken or handled by the Bank and shall not disclose to anybody information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

3.20. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

3.21. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

3.22. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the tenderer is proved.

3.23. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

3.24. The contractor shall ensure that no employee will enter or remain in the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling the company/agency/firm's obligations and with the permission of the Caretaker/Bank's Security officials/Banks' Engineers.

3.25. The Bank will normally make the monthly payments due under this Agreement latest by 10th of the succeeding month or within 10 days from the date of submission of invoice (duly authenticated by the contractor) raised after the satisfactory completion of work for that month and certification of services by Bank's Engineers, **provided the invoice so submitted is proper and correct in all respects enclosing all requisite supporting documents like attendance sheet for the month, salary payment details (along with salary slips, bank statement, details of payment of EPF, ESI, bonus etc.) of the previous month etc.** The invoice shall preferably, for this purpose, reach this office on the first working day of the succeeding month for early processing of payment. The Bill will be settled based on monthly charges on actual services provided and not on notional basis. Advance payments will not be entertained by the Bank under any circumstance(s). **The submission of the above-mentioned supporting documents is mandatory for payment of the Bill. The bill shall not be paid in the absence of submission of the above-mentioned supporting documents or if it is observed that there is any shortage in the salaries paid or in the EPF, ESI, Annual Bonus etc. paid to the staff. Also, the bill shall not be paid if satisfactory services are not rendered (as per certification of Bank's Engineers) for the month. The Bank also reserves the right to withhold the amounts of EPF, ESI, bonus etc. from the monthly payment, if it is observed that the contractor has not paid the same to the staff for the previous month.**

3.26. **The contractor must pay the monthly salaries of the staff deployed in the Bank, latest by 7<sup>th</sup> of the next month. The monthly salaries should invariably include the Bonus component (Annual Bonus divided by 12). Preferably, the salaries should be paid on a fixed date on every month. The contractor should not wait for the Bank to pay the monthly bill, for payment of salaries to their staff deployed in the Bank. The non-payment of monthly bill(s) or the delay in its payment will not be accepted as a reason for not paying promptly, the salaries of their staff deployed in the Bank. Further, the enhancement in wages, being notified by the Government of India shall be effected forthwith by the contractor in payments to the staff deployed to the Bank and the same shall be claimed to the Bank, with proper supporting documents for reimbursement by the Bank. If any enhancement in wages being notified by the Government of India, with retrospective effect, the contractor shall pay forthwith the arrears in payment to the respective staff deployed to the Bank and the same shall be claimed to the Bank, with proper supporting documents of payment for reimbursement by the Bank.**

3.27. The Bank will deduct all applicable tax at source and all other statutory taxes / charges etc. as applicable from time to time, from the amount payable to the contractor.

3.28. This contract will be valid for a period of one year from December 01, 2022 to November 30, 2023, or any such shorter period as will be decided by the Bank before awarding of the work.

3.29. If so required by Laws / rules / regulations, the Contractor shall ensure that a labour license/ registration under the Contract Labour (Regulation and Abolition) Act, 1970 or Occupational Safety, Health and Working conditions code, 2020, whichever is relevant, or any other laws / rules is renewed / obtained as and when due. The said license / registration shall be kept in force during the period of contract and all terms and conditions there under shall be complied to by the contractor.

3.30. The Bank will have the option to terminate the contract, after giving notice of one month in writing without assigning any reason there for, due to its administrative exigencies or if the contractor commits breach of any of the conditions contained in this contract or fails to render the services to the satisfaction of the Bank. However, the Contractor shall also be entitled to terminate the Contract before completion of the aforesaid period of 12 months and in the event of the contract being extended by the Bank beyond the said period, **by giving 3 months prior notice in writing to the Bank.**

3.31. The personnel deployed by the contractor under the Contract will be the employees of the Contractor for all intent and purposes. They shall not have any claim or right against the Bank, nor can they claim any Association/rights as employee of the Bank. The Contractor or their employees shall not misuse name / logo of the Bank.

3.32. Any loss of official property of Reserve Bank of India due to negligence of staff deployed by the contractor will be recoverable from the Contractor and the quantum of such recovery shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by Competent Authority. However, Contractor will have the right to appeal to the General Manager (Officer-in-Charge) whose decision will be final in the matter.

3.33. As mentioned elsewhere in this tender document, it is clarified here once again that the Bank has no responsibility of enforcing any service condition which the Contractor may have with his own employees / guards / supervisors / officers who may be put on duty at the Bank's premises as they are having no connection with the Bank. However, for its own information, research and analysis, budget / administrative measure if the Bank calls for any information from the Contractor he shall be providing the same within four days. Also, the Bank expects the contractors to be good employers to their own employees so that the Bank receives no complaints from them about their own service conditions because of the possible embarrassment caused to the Bank's image.

3.34. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment etc, which may come to the possession or knowledge of the company/agency/firm during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The company/agency/firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry

out the obligations under it or to comply with applicable laws. The company/agency/firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The company/agency/firm shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the company/agency/firm and the Bank shall be entitled to claim damages and pursue legal remedies. The company/agency/firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The company/agency/firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

3.35. Force Majeure: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, natural calamities, pandemic, acts of God etc. which may prevent either party to discharge his/her/their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist or normalcy is restored. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

3.36. The contract is said to be terminated on expiry of the contract period or termination in terms of Clause 3.30 of this tender.

3.37. The Bank, at the discretion of its competent authority, shall take necessary actions to terminate the contract under any one of the following contingencies:

- i) On notice at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory and not in conformity with the tender conditions.
- ii) For committing breach of any of the terms and conditions of the contract by the contractor. On assigning the contract or any part thereof any benefit or interest therein or there under by the contractor to any third person for sub-letting the whole or a part of the contract to any third person, without the Bank's written approval.
- iii) On contractor being declared insolvent by the competent Court of Law.

During the notice period, if any, for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging their duties as before till the expiry of such notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any grounds whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature to Reserve Bank of India.

3.38. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:

- a) Legal heirs in case of sole proprietor.
- b) The next Directors / Partners in the case of company or firm.

3.39. The Bank may revoke the contract and shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.

3.40. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

3.41. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the General Manager (Officer-in-Charge), RBI, Kochi or his nominee.

3.42. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter was originally referred, is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the General Manager (Officer-in-Charge), RBI, Kochi shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3.43. The arbitrator may give interim awards and / or directions, as may be required, subject to the aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

3.44. The Courts at Kochi only shall have the jurisdiction for this agreement. With mutual consensus, even Arbitration machinery may be used for settling disputes.

3.45. The contractor shall get the antecedents of the staff being deployed in the Bank checked/ verified through the local police / intelligence agency to ensure that no undesirable person is deployed and a certificate to this effect shall be submitted to the Bank.

3.46. Conflict of interest: Bidders shall not have a conflict of interest. Any or all those bidders found to have a conflict of interest as mentioned below will be disqualified.

The Bidders (including their personnel) that have a family relationship with such members of the RBI Staff who are directly or indirectly involved in the project will not be awarded the contract.

3.47. The Bank will consider the extension / annual renewal of contract for a further period of one year or maximum of two years, subject to its administrative convenience and requirement. However, such extension shall also be dependent on the satisfactory performance of the contractor or the employees deployed by the contractor. The Contractor shall have no claim for extending the contract. The Bank reserves the sole right to decide upon the performance of the contractor and consider extension of contract.

**3.48. The Bank may consider revision of only the service charge component (Serial No. 2 of the Financial Bid) of the contract amount based on Consumer Price Indices for Industrial Workers (CPI-IW) or such other basis as decided by the Bank, if a decision on renewal of the contract is taken by the Bank. In case of any extension**



**of the contract, no revision of charges will be done.**

3.49. The quote offered by the contractor in the financial bid shall be firm and final and the Bank will not entertain the Contractor's claim for revision of rates during the currency of contract except when changes in the components of Minimum rates of wages viz. the Basic rates and Variable Dearness Allowance (VDA), are announced by the Government of India under the Minimum Wages Act or any other relevant statute. The amount of such hike in monthly contract amount, in proportion to the monthly duties, will be restricted only to the increase in Basic rates and Variable Dearness Allowance (VDA). Any other components which form part of wages or allowance which are mandatory / statutory in nature viz. EPF, ESI, Bonus, etc. which are dependent on the Basic rates and / or Variable Dearness Allowance (VDA) will not be considered by the Bank for the revision in monthly contract. The contractor shall keep in mind the possible escalation of these mandatory / statutory components other than Basic rates plus VDA and offer their best rates in such a way as to accommodate these incremental costs under serial number '2' of the financial Bid. The revision in monthly bill amount will be restricted to the amount quoted under serial number '1' of the financial bid and the revision will be done only proportionally to the increase in basic rates and variable dearness allowance (VDA) parts of the wages. Also, the maximum revision will be limited to the amount corresponding to the increased basic rates and variable dearness allowance (VDA). **If the amount quoted under serial number '1' of the financial bid is already equal to or above the revised amount corresponding to the changed basic rates and variable dearness allowance (VDA), then no revision of monthly bill amount will be made.** The decision of the Bank in the matter will be final.

3.50. The contractor shall closely monitor the staff deployed to the Bank. In case the staff or any of their family members with whom the staff came in contact in the recent past, develop any signs of COVID 19, the contractor shall take necessary action to replace the worker / staff and the same must be immediately reported to the Bank. The contractor shall not deploy staff under quarantine. Further, contractor shall ensure that the instructions / directions issued by Central as well as State Government, and also by the Bank in connection with COVID-19 pandemic are followed scrupulously by the staff deployed at the Bank. The contractor shall sensitize the staff to follow strict social distancing norms while they remain deployed and shall provide them with necessary masks, gloves, sanitizer, face shields etc., if necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of his/her/their failure, fault or negligence in complying with the above conditions.

3.51. Insurance: - The Contractor shall take "Workmen Compensation Policy" for all the workers engaged in the work at the Bank for the entire contract period, renewable thereafter, if the contract is renewed by the Bank. The Contractor shall indemnify the Bank against any loss or damage that occurs to persons or building or any third party. For this purpose, the contractor shall take the Contractor's All Risk Policy. Third Party Liability in Contractor's all risk policy shall be minimum Rs.5.00 Lakh per person for any one accident or occurrence and Rs.10.00 Lakh in respect of damage to property for any one accident or occurrence. Copies of the same shall be submitted to the Bank. These policies shall be valid till the completion of the contract. If the contractor does not provide these policies, the

Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the Contractor.

3.52. In case any of the staff deployed by the contractor in the Bank does not come up to the mark or does not perform his/her duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately take suitable action against such person/s on the report of the Bank, in this respect. Further, the contractor shall immediately replace such person/s so deployed on the demand of the Bank, in case any of the aforesaid acts on the part of the said person/s.

3.53. The Bank also reserves the right to instruct the contractor to replace any staff deployed by the contractor, due to any other such reason as observed by the Bank. The contractor shall be bound to replace the staff in case of any such instruction by the Bank. The decision of the Bank in this regard shall be final and binding on the contractor.

3.54. The contractor shall not sublet contract wholly or partially to any other individual or entity without the written consent from the Bank.

3.55. Any complaint regarding the work carried out by the contractor under this contract, by any officer / staff of the Bank or any resident of the quarters of the Bank viewed seriously and the Bank reserves the right to terminate the contract or recover damages/penalty from the contractor or take any other action as deemed fit by the Bank.

3.56. The contractor shall remove all staff/workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Bank forthwith and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Bank, either explicitly or implicitly.

3.57. The contractor shall further keep the Bank indemnified against any loss to the Bank's property and assets. The Bank shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

3.58. All safety precautions shall be ensured by the contractor and it is the sole responsibility of the contractor to ensure the same. The contractor shall provide all safety gadgets to the workers for carrying out the work as per statutory norms at his own cost. The scaffoldings or any such arrangements required to work at heights or otherwise inaccessible areas, have to be provided by the contractor at his own cost. The charges for the same shall be included under serial no. 2 of the financial bid. The Bank shall also not pay any additional charges for working at heights.

3.59. The cost of any additional labour required to carry out the works specified in the tender, including the labour charge for staff attending to emergency work requirements outside duty hours, shall be borne by the contractor. Similarly, any other additional wage applicable as per any statute including wages for working on National Holidays etc. shall also be borne by the contractor. The charges for all the above shall also be included under serial no. 2 of the financial bid.

## 4. SCOPE OF WORK

**4.1. Maintenance of Electrical Installations and Diesel Generator (DG) Sets:** The contractor shall depute licensed electricians with 3 years' experience for carrying out the works specified under this section. The details of minimum number of duties required per day, duty hours, shift timings etc. are given under para 4.2, below. All tools / instruments required for the work, i.e. Line tester, screw driver and spanner set, Test lamp and drilling machine (including standard drill bits), portable ladder (minimum 6 feet), crimping tool etc. are to be provided by the contractor at his own cost. The charges for the same may be quoted under serial no. 2 of the financial bid. All other electrical items / materials / goods for replacement shall either be supplied by the Bank / Bank's suppliers in the city or the same may be purchased by the contractor / their staff and the cost thereof shall be reimbursed by the Bank. No charges for carriage of regular materials from the supplier's place to the workplace will be paid by the Bank. The charges for the same shall also be included under serial no. 2 of the financial bid.

4.1.1. Operation and maintenance of substation, DG sets, UPS, Minor telephone complaints and electrical installations installed at various locations at Bank's Main Office Building and Residential Quarters at Kochi.

4.1.2. Any minor electrical repair work and replacement of lights, cables, DBs, ceiling fan, geysers, electrical appliances etc.

4.1.3. Operation of the DG sets when the supply failure from KESB or Break downs /shutdowns from our substation.

4.1.4. The electrician should monitor the oil temp, water temp, hour meter, water level in Radiator, diesel level in the tank, arrangement for procurement of diesel as per requirement (carting and handling charges will be paid extra). The electrician should inspect and record Voltmeter, Ammeter, Frequency meter readings of DG Set, Centralized UPS, VCB, etc., and inspect control panels of the DG Set, Centralized UPS, VCB, etc., on a regular basis as per the instructions from the Bank's engineer. Record the necessary reading in the logbook issued by the Bank and submit to the Bank's Engineer on daily basis.

4.1.5. The electrician shall lodge complaint with KSEB in case there is power failure from KSEB & extend their assistance for restoring power supply i.e. the contractor must have liaising with the Supply Company/competent authority.

4.1.6. The electrician shall lodge complaint with BSNL/Airtel/other communication service providers in case there is a fault and extend their assistance for rectifying the fault i.e., the contractor must have liaising with the BSNL and other service providers.

4.1.7. If an equipment/electrical system/home appliances is found faulty the electrician has to register the complaint with concerned AMC provider/OEM and inform the Bank's Engineer in this regard. If the fault is not attended/ rectified by the firm in reasonable time the same has to be reported to Bank's Junior Engineer (JE)/Assistant Manage (AM) (Tech)

immediately. The contractor/electrician must have Liaisoning with all the premises related AMC providers of the Bank.

4.1.8. The electrician shall inspect and record readings of HT panel, LT panel from time to time in the logbook issued by the Bank and submit to the Bank's Engineer on weekly basis.

4.1.9. The electrician shall also attend electrical complaints and preventive maintenance of HT /LT electrical installations and break down repair calls received from Office and Bank's Staff Quarters/Officers' Quarters to rectify the defects & maintain record of the same.

4.1.10. The contractor has to maintain one mobile phone (one official mobile number for all electricians) with the electrician present in all shifts and the number shall be handed over to Bank's Engineer and other concerned authorities as instructed by the bank. Apart from one official number, one additional mobile number shall be kept with each electrician for contacting them at off duty hours in case of emergency.

4.1.11. Any kind of minor electrical works (materials shall be supplied by the Bank) of addition/alteration/modification/deletion nature as instructed by the Bank.

4.1.12. In addition to the above works, the Electricians shall also carry out the following works:

- 4.1.12.1. Shall carry out the liaison work with KSEB Authorities for any electric power related issues.
- 4.1.12.2. Shall check the electrical installations/gadgets in the premises once in a week and report to the Technical Officials of the Bank.
- 4.1.12.3. Shall ensure on daily basis that the AC units, mikes, projectors, lightings, Video Conference Systems placed in the conference room, seminar hall, etc., are in good working condition before the commencement of meetings / classes.
- 4.1.12.4. Shall ensure that all the light /electrical fittings and electrical appliances are in working condition.
- 4.1.12.5. Shall ensure that the exhausted batteries are replaced from the mike systems, remotes, etc., before the commencement of the meetings / classes.
- 4.1.12.6. Shall check/inspect the solar water heater system and solar power systems whenever required and ensure that the solar panels are free from dust and are functioning effectively.
- 4.1.12.7. Shall check the HT panel daily basis and report the same to the JE.
- 4.1.12.8. Shall check the transformers whenever required and take the reading.
- 4.1.12.9. Shall carryout the liaison work with telephone/cable service/ internet service provider for any system breakdown.
- 4.1.12.10. Shall ensure that the Sign Lamps installed in the premises are in working condition.
- 4.1.12.11. Shall ensure that the water pumping system in the premises is in working condition.
- 4.1.12.12. Shall ensure that the DG Sets are in good working condition.

- 4.1.12.13. In the event of electric supply failure, shall operate the DG Set in time.
  - 4.1.12.14. Shall ensure that the Centralized AC Plant is in good working condition and bring to the notice of Bank's Engineers problems, if any.
  - 4.1.12.15. Shall check all the UPS System installed in the premises daily and also check the batteries including solar power system
  - 4.1.12.16. Shall report to the Bank's Engineer immediately if any damaged electrical fitting/fixtures are observed/ found.
  - 4.1.12.17. Shall ensure working of lifts and arrange to rescue passengers if trapped in the lifts and in emergencies.
  - 4.1.12.18. Checking of any electrical equipment and ensure its proper working. In case of faults, ensure rectification at the earliest, in consultation with Bank's Engineer.
  - 4.1.12.19. Shall coordinate with OEMs for regular preventive maintenance of all electrical / electronic equipment of the Bank.
  - 4.1.12.20. Shall attend to all electrical problems in Office Building (OB), Officers' Quarters (OQ) and Staff Quarters (SQ) including replacement of bulbs/ tube lights, etc. (cost of items will be borne by the Bank)
  - 4.1.12.21. Shall switch on/ switch off the lights provided in the building, streetlights, common area lights provided in the premises (OB, OQ and SQ).
  - 4.1.12.22. Should ensure that all electrical gadgets like TVs, fridge, AC units are in working condition.
  - 4.1.12.23. Should attend to any calls from occupants of the quarters regarding electrical problems and resolve the same at the earliest.
  - 4.1.12.24. Should report to Bank's Engineer in case of major repairs to TVs, AC units etc., and failure of cable TV.
  - 4.1.12.25. Shall switch on/switch off the AC units, mikes, projectors, lightings, Video Conference Systems in the seminar halls, conference room, GM (OIC)'s Chamber, Cabins, etc. as and when required and provide assistance when programmes/meetings/trainings etc., are conducted.
  - 4.1.12.26. Shall replace the depleted/exhausted batteries from the mike systems before the commencement of the meetings / classes etc.
  - 4.1.12.27. Shall attend to the calls received from the occupants for any kind of repairs/replacement.
  - 4.1.12.28. Shall switch on the DG Set immediately in the event of electric supply failure.
  - 4.1.12.29. Shall operate the water pumps, pumping water to underground sumps & overhead tanks as and when required.
  - 4.1.12.30. Shall ensure that there will be no interruption in the water supply to the inmates, due to electrical problems.
- 4.1.13. Any other electrical maintenance or operation work as instructed by the Bank.

## 4.2. The minimum requirement of duties, duty hours, shift timings etc.:

4.2.1. The details of minimum requirement of duties are tabulated below: -

	On all days			Category for Minimum wages requirement
Shift timings	6 AM to 2 PM	2 PM to 10 PM	10 PM to 6 AM	
Electricians	2	2	2	Skilled

4.2.2 The above-mentioned table unambiguously defines the Bank's current requirement distributed across different shifts per day and the bidders shall offer the rates based on this requirement. Hence, the estimated requirement of 'Electrician' duties per annum will be '2190'. The contractor has to keep in mind the above requirement of duties while quoting. **The Bank reserves the right to increase or decrease the number of duties based on its requirement, before awarding the work, any time during the currency of contract or at the time of renewal, if any. The monthly contract amount shall be proportionately arrived at when the Bank resorts to such change in number of duties.**

4.2.3. Though the tentative timings of shifts are given above, the Bank reserves the right to align / re-align the start timings of shifts based on its requirement.

4.2.4. The duty hours of all staff will be 8 hours (including half an hour lunch break) and it must be followed strictly. **After doing duties for 6 consecutive days by any staff deployed to the Bank, one day of rest is compulsory. Therefore, the contractor must post adequate number of relievers for covering the above-mentioned minimum number of duties required.**

4.2.5. **The monthly salaries of the staff deployed in the Bank must be given as per the actual number of duties performed by them during that month.**

4.2.6. **The staff may have to stay beyond duty hours to carry out / complete any work as and when instructed by the Bank. However, additional labour charges / wages, if any, shall be borne by the contractor. The Bank shall not pay any additional / overtime charges for the same. The charges for the same shall be included by the contractor under serial no. 2 of the financial bid, while quoting.**

## **5. BIDDER'S UNDERTAKING FOR PARTICIPATING IN THE E-TENDER**

5.1. I/We hereby agree to abide by all terms and conditions laid down in tender document.

5.2. This is to certify that I/ We before signing (digital signing in case of e-tender) this bid, have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.

5.3. I/We abide by the wage structure for payment to employees, provisions of Minimum Wages Act, Contract Labour Act the various labour codes passed by the parliament during 2019/2020, whichever is relevant, and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per the minimum wages amended by the Government from time to time and shall be fully responsible for any violation.

5.4. I/We will pay PF, ESI and Annual Bonus mandatorily as specified in the tender.

5.5. I/We shall provide maintenance services by deploying requisite number of staff as specified in the tender and as and when required by the Bank.

5.6. In case, I/we are awarded the contract, I/we am/are agreeable to furnish a performance bank guarantee @ 5% of the value of the contract to the Bank. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India, Kochi. The EMD shall be refunded by the Bank once the Performance Bank Guarantee is submitted and execution of the contract agreement (refer [Annexure – D](#) for draft agreement format) with Bank, on which, the Bank shall not pay any interest.

5.7. I/We also understand that the General Manager (Officer-in-charge), Reserve Bank of India, Kochi has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and their decision will be binding on me/us.

5.8. I / We shall comply with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”.



**RESERVE BANK OF INDIA  
KOCHI**

**E-tender for Maintenance of Electrical Installations and operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017**

**E-tender - No: RBI/Kochi/Estate/270/22-23/ET/400**

**PART - II  
FINANCIAL BID**

<b>Date of publish of E-tender</b>	<b>12:00 hrs on November 11, 2022</b>
<b>Pre-Bid Meeting (Offline)</b>	<b>11:00 hrs on November 21, 2022</b>
<b>Date of closing of online E-tender</b>	<b>14:00 hrs on December 09, 2022</b>
<b>Date of opening of Part- I of the Tender</b>	<b>15.00 Hrs on December 09, 2022</b>
<b>Validity of Tender</b>	<b>90 days from the date of opening of Part 1 of the tender and further extension of validity under mutual agreement</b>



## 6. PROFORMA OF FINANCIAL BID

The bidder shall fill their best offers in the Bank's e-tender platform viz. MSTC portal under 'AUC Floor Manager' menu, in full agreement with the terms & conditions, all details, guidelines, instructions, scope of work, etc. as detailed in the tender document. The proforma of the Financial Bid is as follows: -

Sl. No.	Item	Quantity	Unit of Measurement	Multiplication Factor
1	Basic Wages (BW) including Variable Dearness Allowance (VDA) for '2190' 'Electrician' duties. The bidders shall keep in mind the applicable Minimum rates of wages i.e. Basic rate and VDA as notified by Govt. of India for Area B, before quoting. The bidders shall refer Part-I of the document for more details.  <b>i. Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).</b>	1	Lumpsum	1.18 (GST Factor)
2	Annual Service Charges inclusive of mandatory components of wage structure (excluding the charges for Basic Wages and VDA components which are quoted above) as specified in part-I of the tender and their possible escalation in future, including expenses related to the cost of all items / materials under the scope of the contractor, all accessories / Uniform / equipment and other items to be provided to the staff posted, overtime wages / additional labour charges, if any, payable, overtime wages, if any, to be paid for deploying staff on specified National Holidays and any such expense which form part of the Contractor's obligations as per the tender document or obligation(s) which is/are statutory in nature, and any other charges. The bidders shall refer Part-I of the document for more details.  <b>Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).</b>	1	Lumpsum	1.18 (GST Factor)

### Note:

All values to be quoted are for 'Unit quantity' which shall be exclusive of GST. However, GST at 18% will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time. The amount quoted shall be only in Indian National Rupees (INR).

**FORM OF BANKER'S CERTIFICATE / SOLVENCY CERTIFICATE FROM A  
SCHEDULED BANK**

**(Scanned Copy of the Original to be uploaded by the bidder along with the Tender)**

This is to certify that to the best of our knowledge and information M/s./Shri / Smt  
\_\_\_\_\_ having marginally noted  
address, a customer of our bank are/is 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 its  
officers.

(Signature and Seal)

For the bank

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

Note:

1. Bankers' certificate should be on letter head of the Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF COMPANY / FIRM / AGENCY PROVIDING SECURITY GUARDS**

Name and address of the Client: -

Details of Service (s) availed from M/s \_\_\_\_\_

<b>Sl. No.</b>	<b>Particulars</b>	<b>Comments</b>
1	Name and Nature of Work and Location	
2	Contract / Agreement No. and date	
3	<b>Contract / Agreement Amount</b>	
4	Date of Commencement of Work	
5	Date of Completion of Work	
6	Total amount paid	
7	Total Number of Staff provided a) Electricians / Helpers	
8	Comments regarding adherence of terms and conditions of contract	
9	Any penalty imposed for non-adherence of terms and conditions of contract	
10	Any other information	
11	<b>Overall Performance of the Contractor (Please tick any one)</b>	<b>Outstanding / Very Good / Good / Satisfactory / Poor</b>

**Signature and Seal of the Authorised Official**

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

**PROFORMA OF PERFORMANCE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**The General Manager (Officer-in-Charge)  
Reserve Bank of India,  
Ernakulam North,  
Kochi - 682018**

Dear Sir,

**CONTRACT FOR MAINTENANCE OF ELECTRICAL INSTALLATIONS AND OPERATION OF DIESEL GENERATOR (DG) SETS AND PUMP SETS AT THE VARIOUS PROPERTIES OF RESERVE BANK OF INDIA AT KOCHI**

WHEREAS

The Reserve Bank of India, Ernakulam North, Kochi - 682018, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or has committed a

breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to \_\_\_\_\_ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof, I/We of the bank have signed and sealed this guarantee on the \_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) being herewith duly authorized.

For and on behalf of \_\_\_\_\_ (Name of the bank)

Signature of authorized bank official

Name:

Designation:

Contact No:

Email Address:

Stamp / Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

Contact No:

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

**DRAFT ARTICLES OF AGREEMENT**

*(The Bank reserves the right to amend the articles of agreement based on the tender conditions)*

Articles of agreement made on \_\_\_\_\_ between **Reserve Bank of India, Ernakulam North, Kochi - 682018** having its Central Office at Mumbai (hereinafter called the 'Employer') on the one part and \_\_\_\_\_ (hereinafter called the 'Contractor') on the other part.

Whereas the contractor has agreed to provide Annual Maintenance Contract for Maintenance of Electrical Installations and operation of Diesel Generator (DG) sets and pump sets at the various properties of the Bank at Kochi as per the **e-tender** \_\_\_\_\_ at a monthly cost of \_\_\_\_\_ for a period **from** \_\_\_\_\_ **to** \_\_\_\_\_ as per the terms and conditions stipulated in the said e-tender, subsequent correspondences in this regard and the conditions stipulated in the work order No.----- dated \_\_\_\_\_ issued, all such terms and conditions set forth in the said documents form part and parcel of this agreement.

The Contractor will not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor will not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor will indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer will be entitled to claim damages and pursue legal remedies. The Contractor will take all appropriate actions with respect to the employees of the Contractor to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

The contractor/Agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

(a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

(b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

(c) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

(d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Signed and delivered by:

Reserve Bank of India

Contractor

by

by

**In the presence of following witnesses, with name and full address:**

1. .... 1..... (signature)

.....  
.....

2. .... 2..... (signature)

.....  
.....

**For the Employer- RBI)**

**(For the Contractor)**



**Details of Bankers**

The details of our bankers in the following format are uploaded.

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

Signature

Seal of company

Name

Designation

Date

**Check list of the documents to be uploaded:**

Bidders should upload the following documents in respect of fulfilling their eligibility with suitable file names as indicated.

- i. Form of Tender (to be signed by the authorized signatory)
- ii. Copies of detailed Work Order/s indicating scope and value of work/s of providing similar works, issued prior to September 30, 2017 (for establishing five years' of experience) (File name eg: WO1, WO2, etc.).
- iii. Copies of detailed Work Order/s indicating scope and value of similar work/s carried out after September 30, 2017 (QWO1, QWO2, etc.).
- iv. List of similar works with all the details, in the format of Annexure I (File name eg: CW1, CW2, etc.).
- v. Client certificate regarding performance of the contractor for the qualifying works, as per the prescribed format of [Annexure B](#) (File name eg: CC1, CC2, etc.).
- vi. Proof of remittance of EMD
- vii. Solvency Certificate as per [Annexure A](#)
- viii. Audited financial statements for turnover for 3 years (2019-20, 2020-21 and 2021-22) (File name eg: FS1, FS2, etc.).
- ix. Details of bidder's banker/s (Scheduled Bank) as per [Annexure E](#).
- x. Copy of Power of Attorney (in the name of the person signing the tender document/s) as per Annexure G (Original to be submitted by the successful bidder to the Bank).
- xi. Copy of Registration Certificate of the company / firm / agency under the relevant act.
- xii. Copy of E P F Registration Certificate.
- xiii. Copy of E S I Registration Certificate.
- xiv. Copy of PAN
- xv. Copy of GST Registration Certificate.
- xvi. Income Tax Returns for last three years (2019-20, 2020-21 and 2021-22).
- xvii. Any other information relevant to the proposed work (in bidder's own letter head).-----

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