



RESERVE BANK OF INDIA

www.rbi.org.in

NOTICE INVITING TENDER

E-Tender for Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers' Quarters and Staff Quarters at Reserve Bank of India, Kochi

E-TENDER NO.RBI//RBI/Kochi/Estate/289/22-23/ET/426

Reserve Bank of India, Kochi invites E-tender through MSTC portal from eligible bidders for the captioned Annual Maintenance Contract. The e-Tender along with the detailed tender notice will be available on MSTC website '<https://www.mstcecommerce.com/eprochome/rbi>' and also on the Bank's website <https://www.rbi.org.in> under the menu "Tenders" from **November 18, 2022 onwards**.

2. All the interested bidders must register themselves with MSTC Portal through the above referred website to participate in the e-Tendering process

3) **The Schedule of E-Tender is as follows:**

a. Name of work:	Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers' Quarters and Staff Quarters at Reserve Bank of India, Kochi
b. Mode of Tender	e-Procurement System (Online Part I –Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Date of NIT/tender available to the parties to download from RBI Website.	14:00 Hours on November 18, 2022, onwards
d. Date and venue of the Pre-Bid Meeting (Offline)	15.00 hours on November 25, 2022, at Premises (Estate) section, Reserve Bank of India, Kochi.
e. Uploading the outcome of Pre- bid meeting on to RBI website in the form of addendum, corrigendum, etc.	Before 14.00 hours on November 29, 2022
f. Estimated cost of work	₹ 7.85 lakh (Rupees Seven lakh eighty five thousand only) inclusive of GST

g. Earnest Money Deposit (EMD)	Rs 15,700/- from each bidder. Micro and Small Enterprises (MSEs) with “Udyam” registration are exempted from remitting EMD.
h. Bidding Start Date (Techno-Commercial & Financial Bid) www.mstcecommerce.com/eprchome/rbi	14.00 hrs. on November 29, 2022
i. Last date /time for submission of tender.	15:00 Hrs. of December 16, 2022
j. Date & time of opening of tender part-I	16:00 Hrs. of December 16, 2022

4) All interested bidders are invited to participate in the above tendering process.

5. The part II (price bid) of such bidders/contractors who are found eligible after scrutiny of their Part I of the tenders, will be opened on a subsequent working day which will be intimated to all the eligible bidders/contractors. The Bank reserves the right to accept or reject any or all e-tenders without assigning any reasons therefor.

Note: All the tenderers may please note that any addendum / corrigendum to the e-tender, if issued in future, will only be notified on the Bank’s website and MSTC 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 18, 2022



**RESERVE BANK OF INDIA
ESTATE SECTION
KOCHI**

E-Tender-RBI/Kochi/Estate/289/22-23/ET/426

Tender for Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers' Quarters and Staff Quarters at Reserve Bank of India, Kochi

Part I

Name of the tenderer _____

Address _____

Date and Time of Pre-Bid Meeting: November 25, 2022 at 11: 00 Hrs.

End Date/Time of Submission of Tender: December 16, 2022 till 15:00 Hrs

Date of Opening of Part I of Tender: December 16, 2022 at 16:00 Hrs

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SCHEDULE OF TENDER (SOT)

a. E-Tender No	E-Tender-RBI/Kochi/Estate/289/22-23/ET/426
b. Mode of Tender	e-Procurement (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Date of NIT available to parties to Download	14:00 hrs on November 18, 2022
d. Pre-Bid meeting	Offline on November 25, 2022 at 15.00 Hrs. Venue: RBI, Kochi, Third Floor, Conference room
e. i) Earnest Money Deposit	Bidders need to submit EMD of ₹15,700/- (Rupees Fifteen thousand seven hundred only). However, Micro and Small Enterprises with 'Udyam' registration are exempted from submission of EMD. Necessary MSE registration certificate is needed to be uploaded along with tender.
ii) Tender Fees	ii) NIL
f. Last date of submission of EMD	December 16, 2022 till 15:00 hrs.
g. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	November 29, 2022 from 14.00 hours.
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	December 16, 2022 till 15:00 hrs.
i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	December 16, 2022 at 16:00 hrs at RBI, Kochi, Third Floor, Conference room
Part-II -Price Bid: Date of opening of Price Bid of the Tender shall be informed to the eligible bidders later.	
j. Transaction Fee	As advised by MSTC. To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.



**RESERVE BANK OF INDIA
ESTATE SECTION
KOCHI**

NOTICE INVITING TENDER (NIT)

Reserve Bank of India, Kochi, (hereinafter referred to as ‘the Bank’) invites e-Tenders from eligible tenderers for the work of “Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers Quarters and Staff Quarters at Reserve Bank OF India, Kochi”. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). Tenders are invited under two-bid system, from reputed companies/agencies/firms for Maintenance of Plumbing and Sanitary Installations at the various properties of the Bank at Kochi by deploying experienced & skilled plumber and helper to plumber 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, on mutual consent, subject to the Bank’s administrative convenience and requirement. **The important details of e-Tender are as follows:**

A Name of the work:

Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers’ Quarters and Staff Quarters at Reserve Bank of India, Kochi

B Eligibility Criteria: As specified in clause1 in Part I.

C	Important Information	
a.	Estimate cost of the work	₹7.85 lakh inclusive of GST
b.	Tender Events	As per Schedule of Tender shown above.
c.	Validity of tender	90 days from the date of opening of Part-I of the Tender.
d.	Date by which clarifications in respect of queries raised in pre-bid meeting or through e-mail prior to pre- bid meeting or written queries prior to pre-bid meeting shall be uploaded on RBI website.	Before 14:00 hrs of November 25, 2022
e.	Contact id & address for communication in connection with this Tender	Email Id: estatekochi@rbi.org.in Reserve Bank of India, Lissy Junction, Kaloor, Kochi- 682018

E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than the date and time as indicated in the Schedule of Events (Page 02)**. Tenderers shall submit tender proposal complete in all respect. The technical bids (Part-I of the Tender) will be **opened electronically on December 16, 2022**, at 4.00 p.m. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

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.

Tender document can be downloaded from RBI website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only and will not be published in newspapers. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website and submit bid after verification of the same.

Bank is not obliged to accept tender of lowest value. The Bank reserves the right to accept a tender in whole or in part thereof The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

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

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.

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

- 1) Vendors are required to register themselves online with 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) -0484-2915167, (shajithomas@rbi.org.in)
2. Mr. Mugilarasan T (Asst. Manager - Estate) 9176468377 (mugilarasant@rbi.org.in)

Contact person (MSTC Ltd):

1. **Mr. Santhosh Kumar Rajendran, Thiruvananthapuram,**
skrajendran@mstcindia.co.in, Ph: 8884600700
2. Mr. Remil Rashid, Branch Manager, 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,
Mobile:09987758430
4. Ms. Archana, Assistant Manager, archana@mstcindia.co.in,
Mobile:09990673698
5. Ms. Rupali Pandey, Executive, rpandey@mstcindia.co.in, Ph: 02222886268
6. Mr. Tejas V, Executive, tejasv@mstcindia.co.in, Ph: 02222822789

Google hangout ID- (for text chat) - 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

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 once)

2. The Techno-commercial Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbj. 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 ine-Tender:

- a) Vendor(s) need to submit necessary EMD 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 → 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/eprochome 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.**

Section-I
Form of Tender

Place:

Date:

To,
The General Manager (O-i-C)
Estate Section
Reserve Bank of India Kochi

Dear Sir,

Sub: Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers Quarters and Staff Quarters at Reserve Bank OF India, Kochi

We have carefully examined the specifications, design and schedule of quantities relating to the work specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers Quarters and Staff Quarters at Reserve Bank OF India, Kochi
(b)	Estimated cost	Rs.7.85 lakh inclusive of GST (for 12 months)
(c)	Validity of quoted rates	One year (To be renewed based on satisfactory performance and mutual agreement for further period upto 2 years)
(d)	Earnest Money	Bidders needs to remit EMD of ₹15,700/- (Rupees Fifteen thousand seven hundred only). Micro and Small Enterprises, having "Udhyam" registration are exempted from remittance of EMD.
(e)	Mode of payment	Monthly (on submission of necessary documents as per the Tender)

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. Successful Tenderer shall deposit EMD @2% of contract value by NEFT or by Demand Draft/ Bank Guarantee/ with the Reserve Bank of India, which amount is not to bear any interest. The amount shall be released after completion of the Contract Period.

4. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, we agree to forfeit Earnest Money Deposit by you and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions of the tender

5. We understand and accept that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason thereof.

6. Name of the partner of the firm
authorised to sign.

OR

Name of person having Power of
Attorney to sign the Contract

(Certified copy of the Power
of Attorney should be attached).

Yours faithfully,

Signature of Contractor

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company, the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ (Copy of the resolution should be attached). If the contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Section II
Articles of Agreement

The service contract is made the _____ day of _____ between the Reserve Bank of India, having its Office at Banerji Road, Ernakulam North, Kochi, Kerala-682018 (hereinafter called "the Employer") of the one part and Ms/ _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out **Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers' Quarters and Staff Quarters at Reserve Bank OF India, Kochi, as indicated in the work order:**

AND WHEREAS the parties are desirous of recording the terms and conditions or upon which said services are to be rendered by the contractor.

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

a) This agreement will come into effect from ----- and will remain in force up to -----or unless it is terminated as per the terms herein after contained.

b) **The charges of ----- (Rupees----- only) covering the cost of preventive maintenance, consumables, manpower (materials / fittings/ fixtures shall be arranged at Bank's approved rates, market rates /reasonable rate) for efficient rendering the maintenance services shall be payable on monthly basis subject to submission of Tax invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.**

c) The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.

d) The above charges also include GST, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.

e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. Services To Be Rendered by the Contractor:

The contractor shall:

- Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/ employer under the agreement.
- Ensure that all persons employed by him, for the purpose for rendering the services

required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.

- Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- Personally and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors obligations.
- Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- Supply identity cards to his/ her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times while they are working in the Bank's premises.

C. Termination of Agreement:

1. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - a) In the opinion of the Bank (which shall not called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - b) The contractor commits a breach of any terms and conditions of this agreement and/ or
 - c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
 - d) There is any variation in the ownership/ partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
2. In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

D. Stamp Duty

The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.

E. The contractor shall ensure payment of minimum wages to the workmen employed by them by credit to thier bank account/s by NEFT and shall maintain a register of wages. In addition, they have to provide essential amenities like drinking water, first aid facility, etc.

to their employees as per Contract Labour (Regulation & Abolition) Act, 1970. Salary of the employees shall be disbursed only by credit to their bank account and no cash payment by the company/firm shall be made to its employee. The contractor shall submit proof of payment of wages to staff deployed alongwith monthly invoice submitted to the Bank.

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

G. The several parts of this contract have been read by the contractor and fully understood by the contractor.

H. The Contractor 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 Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.”

I. All payments by the Employer under this Contract will be made only **at KOCHI**.

J. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the schedule of quantities.

K. The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

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

M. **Non-disclosure clause:** 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 Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor 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 Contractor 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 Employer. The Contractor shall 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 shall be entitled to claim damages and pursue legal remedies. The Contractor 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 Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

N. Sexual Harassment. The Contractor shall comply 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 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. 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. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

O. Language of Agreement This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail. IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed on the original agreement as well as duplicate and the said two copies hereof to be executed on its behalf, the day and year first herein above written.

P. The agreement and documents mentioned herein shall form the basis of this Contract.

<p>If the contractor is a partnership or an individual.</p>	<p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</p>
<p>If the contractor is a partnership or an individual. If the contractor is a company.</p>	<p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.</p>

Q. Signature Clause:

Signed and delivered by Reserve Bank of India

(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

If the party is a Partnership firm or individual:

(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

Proforma of Bank Guarantee for Earnest Money Deposit(EMD)

To,
The General Manager (O-i-C)
Estate Section
Reserve Bank of India Kochi

Dear Sir,

Name of the work: Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers Quarters and Staff Quarters at Reserve Bank OF India, Kochi,

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'Employer') has invited tenders for the **Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers' Quarters and Staff Quarters at Reserve Bank OF India, Kochi, (hereinafter called "the said tender") on the terms and conditions mentioned in the tender documents.**

3. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ Only) as Earnest Money Deposit.

2. M/s _____, (hereinafter called as Tenderer), who are our constituents to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of ₹ _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, 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 Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever.

We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India

We hereby further agree that-

a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer 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 Tenderers 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to six months from _____ (date of scheduled completion) provided that if so desired by the Reserve Bank of India, 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 this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from the date under clause (d) above of any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of Bank.
Authorized official (with seal)

(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. The necessary stamp duty shall be paid by the tenderer)

Section III

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

3.1.1. E-Tenders are invited for **Annual Maintenance Contract of Plumbing & Sanitary Works/ installations in Main Office Building, Officers' Quarters and Staff Quarters at Reserve Bank OF India, Kochi** for an estimated cost of **₹7.85 Lakh inclusive of GST**, from eligible firms/ contractors/ companies.

3.1.2. Eligibility Criteria:

i. Experience prior to five years: - The bidder must have experience of minimum 5 years in the field of undertaking similar works viz; **Annual Maintenance Contract of Plumbing & Sanitary Works/ installations** for the office buildings/commercial premises/industrial houses. For establishing the same, the bidder should submit copies of work orders & respective completion Certificates for such work/s, issued on or before October 31, 2017.

AND

ii. Qualifying Works: -The bidder must have successfully executed similar works during last 5 years, (ie; works completed after October 31, 2017, individually costing as under:-

a. Three works, each costing not less than the amount equal to 40% of the estimated cost.

OR

b. Two works, each costing not less than the amount equal to 50% of the estimated cost.

OR

c. One work costing not less than the amount equal to 80% of the estimated cost.

(Above works should be done during last 5 years preceding the month of invitation of this tender).

AND

iii. Have a minimum yearly turnover of 100% of estimated cost during the last 3 years, 2019-20, 2020-21 and 2021-22 supported by audited financial statements (Balance sheet, P & L Statements)

AND

iv. Should have service setup in Kochi.

AND

v. Banker's Solvency Certificate for value equal to the estimated cost of the work

3.1.3 Tenderers should upload the following documents in respect of their eligibility:

- Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s issued before October 31, 2017, for establishing prior experience before five years.
- Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed after October 31, 2017, for establishing the qualifying works executed by the bidder during last five years.
- Financial statement for turnover for last 3 years (duly audited balance sheet copies)
- Details of Service Set up in Kochi along with address proof.

A Tender submitted by a firm who is found to be not satisfying the above criteria will be liable to be rejected. Copies of all the prequalification documents and copy of duly filled, signed and stamped Part I of the tender should be uploaded in MSTC portal.

Note 1: - (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be closed.

Note 2: - The tenderer shall submit above document/s, in original, as and when demanded by the Bank.

Non-submission of the above documents along with tender may lead to disqualification of the bidder.

3.2 Tender submission:

a) Tenders shall be submitted in two parts viz. Part-I, containing pre-qualification criteria and technical and commercial details of the offer and Part-II containing only prices latest by 3:00 PM on December 16, 2022. Part-I of the Tender will be opened at 4:00 PM on December 16, 2022, at Reserve Bank of India, Kochi. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation.

Part-II i.e; price-bid of only those tenderers who qualify the requirements of technical and commercial conditions/details will be considered for opening, after intimating those qualified tenderers.

b) Tenderers are advised to verify website for corrigendum, if any, before submitting the bid.

c) On receipt of intimation from the Bank about acceptance of his / their tender, the successful tenderer shall be bound to implement the contract as advised by the Bank. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

a) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.3 Part I – Technical & Commercial

3.3.1 Pre-Bid Meeting: A pre-tender briefing meeting of the intending tenderers will be held at 13:00 hours on November 25, 2022 in 3rd Floor, Conference room, Main Office Building, RBI, Kochi ,682018 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/ specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II). No clarification will be entertained after the pre-bid meeting on November 25, 2022.

3.3.2. Part-I shall contain the un-priced tender consisting of complete technical specification including documents, commercial terms and conditions, scope of the work, general and safety instructions, prequalification documents etc.

Following documents shall be uploaded along with Part-I of the tender

- a) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) The tenderer should have a maintenance set-up at Kochi city, address & telephone / fax nos. of maintenance set-up shall be indicated.
- c) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- d) Duly filled in and signed copies of client's reports (from clients in the attached format, for whom similar works is executed) shall be uploaded along with Part-I of the tender.

3.3.3 The contractor is advised to visit the site before quoting their rates to assess the quantum of work.

3.3.4 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents.

3.3.5 All information, correspondence letters shall be addressed to, The General Manager (O-i-C), Reserve Bank of India, Kochi-682018.

3.4. Part II – Price bid

3.4.1 The rates shall be uploaded only in MSTC Website in Indian National Rupees.

3.4.2 No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.

3.5 Opening of Tender

Part I of the tenders will be opened **at 15:00 hours** on December 16, 2022 in the presence of tenderers, who opt to be present, for which no separate intimation shall be sent. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers. The tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

3.6 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 of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

Rates quoted by the lowest (L1) bidder should be in accordance with provisions in Contract Labour (Regulation & Abolition) Act, 1970 and to comply with the requirement of payment of at least minimum wages (Government of India) as per Minimum Wages Act, 1948 and wage components linked to minimum wages/quoted wages like bonus, PF, ESI, as per applicable statutes and any other laws/codes etc. which shall be in force during contract period. Hence rates should be quoted including all components and taking into consideration all the above requirements and also the scope of work specified in the tender. If the rates quoted by the bidder is found to be not sufficient enough to meet the above requirements of payment of at least minimum wages and other statutory components as above, he/she/they shall not be considered for award of work, even if the quoted rate is the lowest.

3.7 Lowest Tender Not Necessarily To Be Accepted

- 3.7.1** The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance of tender.
- 3.7.2** The tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

3.8 Broad Scope of Work

The scope of work shall include the following:

3.8 .1 Making available the services of contractor's staff for maintenance of plumbing and sanitary installations/works in the Bank's Main Office premises, officers' quarters and staff quarters, at Kochi. The charges quoted shall be for deputing experienced staff (one skilled plumber and one semi-skilled helper to plumber) for six days in a week generally for eight hours' working as per the timing to be agreed upon as decided by the Bank (excluding ½ hour lunch break). However, in case of any emergency work (like pipe leak repair etc.), even at night or any other time, the staff must undertake the work till the emergency work is over.

3.8.2 The plumbing staff should report to the premises Caretaker/Bank's officials.

3.8.3 The charges quoted in **non-labour component** should include transportation charges, providing and maintenance of kit containing all tools related and necessary to execute the work, uniform, cleaning materials like nylon brush, broom, detergent, toilet cleaner, soft cloth etc. required for the work, incidental charges and contractors profit and overhead and taxes as may be levied by statutory authorities.

3.8.4 The rate quoted shall also include

(a) Necessary adhesive, nails, cotton waste, screws, adhesive tape, washers for CP fittings, nylon brush, broom, detergent, toilet cleaner, soft cloth, the tools & plants removal of debris, safety equipment's etc.

(b) Work shall be carried out at all height; no extra payment shall be paid for scaffolding for normal maintenance works etc.

3.9 The scope of services to be rendered under the contract shall broadly include the following items of work: -

(a) In addition to the day to day maintenance work of plumbing & sanitary, it is also necessary to attend the work of operation of domestic pumps in the Bank's Premises/residential premises to ensure uninterrupted water supply in the premises. The operator/plumber shall check the water level in the sumps and operate the required valve during operation of the pumps as per requirement. They shall adhere to the instructions from the Bank's Engineers and Caretaker of the premises. Any trouble/failure of pumps, low inflow from Kerala Water Authority etc. shall be reported to the Bank's officials immediately for corrective action.

(b) Reporting faults to the respective manufacturers/firms who are maintaining other equipment's like, pumps, etc. which are under separate AMC with the Bank and ensuring that the technicians/engineers of such AMC holders carry out the required work for setting right the various equipment.

(c) Liaison with local authorities' water supply, drainage and sewage system etc. for reporting failures in case of emergencies.

The entire work shall be carried out as per the specification as mentioned and as directed by the Bank's Engineer.

3.10 If the contractor fails to comply with the instructions of the Bank for carrying out necessary corrections pertaining to plumbing/sanitary installations as per the scope of the work within a reasonable period as specified, the Bank, at its discretion will forfeit the EMD/revoke the bank guarantee indicated in the tender and terminate the contract without assigning any reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may be.

3.11 Earnest Money Deposit

Successful Bidder shall pay as Earnest Money Deposit, a sum @ 2% of contract value by NEFT or demand draft/Bank Guarantee issued by a scheduled bank in favour of Reserve Bank of India, Kochi before start of the work. The same shall be released after the completion of the contract period. This shall be treated as security deposit by the Bank and any deductions on account of failure of contractor to comply with instructions given in the Tender may be made by the Bank.

Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or Insurance guarantee or cheque. Successful bidder, who submits EMD by way of bank guarantee shall ensure the validity of the BG till the end of contract period.

All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts within ten days of issue of demand notice by the Bank.

3.12 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

- i) Payment in respect of manpower deployment will be made on monthly basis. Contractor shall submit proof of deployment of staff and proof of payment of minimum wages (Central Minimum Wages-CLC(C)), EPF/ESI, Bonus payment along with the bill. ESI/ EPF contribution shall be payable on wages paid for the work, monthly. The contractor must pay bonus on monthly basis.

The contractor should credit the wages directly to the bank account of their staff deployed and submit monthly bank statement showing payment of wages to the staff deployed along with submission of necessary documents said out in this Tender.

- ii) Bill for material consumed other than those mentioned in this tender shall be submitted separately, by mentioning the complaint no, location, and details of compliant and work carried out after successfully completing the work (call sheet sample/Compliant format) with due certification of Bank's Engineer/s.

3.13 Taxes

The prices quoted shall be deemed to have included all taxes, e.g. GST or any other taxes/charges imposed by Central/State Government/ Local Bodies. If the bidder fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor. Also, applicable GST-TDS shall be deducted from bills submitted.

3.14 Insurance

The successful bidder shall take workmen compensation policy for the workers engaged in the work, at the cost of bidder. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability shall be minimum Rs 2 lakh per person for any one accident or occurrence and Rs 5.00 lakh in respect of damage to property for any one accident or occurrence. The said policies shall be in joint names of RBI, Kochi and contractor's name, with first name to be RBI, Kochi. Also, the contractor shall keep Bank Indemnified against any losses occurred/arose with respect to works carried out as per this Tender not covered under above said policies. Contractor has to submit any insurance cover out of scope of this tender as directed by the Bank and premium amount of such insurance cover shall be borne by the Bank.

Note: These policies shall be valid till the completion of the work & in the joint name of RBI & the firm with RBI's name being the first one. 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 bill of the contractor or any other action.

3.15. Signing of Contract Agreement

The General instructions to the tenderers and 'hereinbefore referred to Conditions of Contract and Technical Specifications' enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms

specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.

On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

3.16 Language

The Tender including all documents etc. shall be in English.

3.17 Other Issues

- a. The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.
- b. Workers are not allowed to stay at site.
- c. Outgoing of all the serviceable materials shall be as per the Bank's Security rules.
- d. The material shall be got approved before putting to use. Any rejected material shall be immediately removed from the site

3.18 The tenderer must obtain for himself/herself on his/her own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering a contract and must inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

3.19 Renewal of contract

The service contract shall be renewed annually subject to providing satisfactory service and on mutual agreement for further period of two (2) years. While renewing the contract the new contract amount will be arrived as per the Consumer Price Index for industrial workers as in the RBI bulletin given below:

CPI: Consumer Price Index for Industrial Workers for that particular period

CCA: Current Contract Amount

NCA: New Contract Amount

$NCA = CCA + ((CPI_C - CPI_P) / CPI_P) \times CCA$

CPIC- Consumer Price Index for Industrial Workers 6 months Prior to the commencement date of contract for the year/Period due for renewal.

CPIP- Consumer Price Index for Industrial Workers 6 months Prior to the commencement date of contract of the year/current period.

- 3.20 The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.
- 3.21 The successful bidder has to pay atleast 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 plumber and helper to plumber shall come under the category "Skilled/Clerical" and "Semi-skilled" respectively, 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.
- 3.22 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.
- 3.23 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 3.22 and 3.23 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.

- 3.24 Minimum wages to the workmen:** The contractor shall ensure that atleast minimum wages (Central Government prescribed minimum ages) as per statutory requirement are paid to all the workmen.
- 3.25 Bidders shall note to quote their prices taking into consideration of the requirement of payment of atleast Central Government prescribed minimum wages () and other wage components, like ESI, PF, Bonus, etc. to the staff deployed to the Bank.
- 3.26 The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.
- 3.27 The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.28 Prevention of Sexual Harassment of women at workplace:-

- a) 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/Agency and the contractor.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

3.29 Force Majeure:

The Tenderer shall not be liable for forfeiture of its EMD, liquidated damages or

termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the Tenderer's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Reserve Bank of India will decide whether delay or failure on the part of the tenderer was the result of an event beyond his control or not. The decision of the Reserve Bank of India in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

I/We hereby declare that I/we have read and understood and accept the above instructions for the guidance of the tenderers.

Signature of tenderer
(Seal)

Address

Date

Section (IV) : Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that can not safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra Multi zone Door shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

SECTION-V- FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiii. Power supply shall be switched off from the mains when equipment is not in use.
- xiv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

- xv. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date :

Signature and seal of the contractor

Section VI

The Conditions Hereinafter Referred To

4.1 Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors
(b)	“Contractor” (in the case of a partnership) (in the case of individual) (in the case of Company)	“Contractor” shall _____ mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner. “Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives. “Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed
(e)	“Banks Engineer”	The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer. The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this

		clause the Contractor shall take instructions only from the Bank's Engineer.
(f)	"Notice writing" in	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(g)	"Act Insolvency" of	Shall mean any Act of Insolvency ad defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(h)	"Net Prices"	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(i)	"The works"	Shall mean the Annual Maintenance Contract for Plumbing Work at Main Office Building, Officers' Quarters and Staff Quarters at Ernakulam North , Kochi as provided herein.
(j)	CLC(C)	Chief Labour Commissioner (Central)
(k)	Minimum wages	As per the orders of CLC (C) applicable for industrial workers (Region B) for maintenance works to be in force during contract period.
(l)	Wages	Shall be as per the Minimum wages act, 1948 or other rules /codes currently applicable or will be applicable during contract period

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

4.2 Scope of Contract

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions".

4.3 Schedule of Quantities & Agreement

The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Specifications to the Bank.

4.4 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any

discrepancy in the Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

4.5 Authorities, Notices and Patents

4.5.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No.4.10.2 thereof.

4.5.2 The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

4.5.3 The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

4.6 Materials and workmanship to conform the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the SAR/ latest CPWD rates/ reasonable market rates (plumbing and sanitary works) and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

4.7 Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

4.8 Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying of from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship.

4.9 Assistant Manager (Tech)/Manager (Tech)

The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/ Manager (Tech) or the Employer shall have power to give

notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager (Tech)/ Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

4.10 Assignments and Sub-letting

4.10.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

4.10.2 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

4.11 Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

4.12 Defects during contract period

Any defects or faults which may appear during the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects or faults, and all damages, loss and expenses consequent thereon or incidental there to shall be made good and borne recoverable from him by the Bank, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the Contractor or the Bank may in lieu of such amending and making good by the contractor deduct from any money due to the contractor equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Bank's Engineer, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor. The Contractor shall remain liable under provision of this clause notwithstanding the signing of any certificate or the passing of any accounts by the Bank's Engineer

4.13 Failure by Contractor to comply with Employer's instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within

ten days fails to comply with such further the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

4.14 Termination of Contract by the Employer

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

(i) has abandoned the Contract, or

(ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or

(iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or

(v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing

or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.15 Termination of Contract by Contractor

4.17.1 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

4.17.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

4.16 Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

4.19 Settlement of dispute by arbitration

All disputes and differences of any kind whatever out of in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the contract and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter, question or dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of

arbitrators suggested by the Employer.

The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrator or the arbitrators as the case may be.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof.

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators as the case may be, abide by the decision of the Architect and no award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Architect's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

4.17 Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the contractor's bill or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

4.18 Right of Employer to terminate Contract in the event of death of Contractor, if individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

4.19 Marginal Notes

The headings catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

4.20 Sexual Harassment Clause

a) 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 employee 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.

b) 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.

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

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

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

4.21 Non-Disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/ equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor 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 Contractor 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 Employer. The Contractor shall 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 shall be entitled to claim damages and pursue legal remedies. The Contractor 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 Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

I /We understood and accept all the terms and conditions, instructions referred in above section.

Place:

Signature of contractor with seal:

Date:

SECTION VII

Commercial Conditions

Check List

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and Conditions (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	₹15,700/- (Rupees Fifteen thousand seven hundred only)	
3	Terms of payment	Payment shall be made on monthly basis after submission of bill with supporting documents	
4	Technical/ Commercial specifications	As per specifications in Part I of the tender	
5	Acceptance for supply of material/fittings/ fixtures etc.	At CPWD DSR rates or at reasonable market rates approved by the Bank based on actual purchase cost plus 15% Overheads and profit.	
6	Insurance clause accepted	Section III, Clause-3.14	
7	Renewal of contract for further period of two years based on satisfactory performance and mutual agreement	Section III, Clause-3.19	
8	Payment on submission of bill	On monthly basis	

9	Adherence to prevailing laws/ codes/ rules or laws/codes/rules which will be effective during the service contract period like minimum wages act 1948/ code of wages 2019, contract labour act, 1970, ESI Act,1948 and any other applicable laws in force or to be in force during contract period. Acceptance by contractor of any action taken by the Bank to make good losses due to nonadherence by the contractor to said laws.	
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Place

Date

Seal & Signature of Contractor

SECTION – VII

DETAILED SCOPE OF WORKS

1. Area of work: Residents flats, gymnasium, dispensary, community hall, welfare office /caretaker's office, THH, VOF, Office Building all Departments, terrace, Annexe Building all floors including flats available etc. The work for the Bank's Office Building, Officers' Quarters and Staff Quarters (Bank's Colony) includes all types of routine, preventive, periodical and break down maintenance works generally of the nature **Plumbing and sanitary works.**

2. Details of flats and other area shown colony- wise:-

a) RBI 's Office Building, Officer's Quarters and Staff Quarters at Ernakulam, Kochi

Sl.	Particulars	Details
a)	Office Building	1 (Gr. floor toilet-7, 1 st floor-3, second floor-3, Third floor-3) Centralized AC plant-1 Executive dining area-1 Executive cabin toilet-1 GM's cabin toilet -1 Dispensary -1
b)	Annexe Building	1
c)	Officer's Quarters :	
i	Regular flats+ VOF caretaker room	20 +1= 21 flats
ii	Executive VOF's(Visitor Officers flats)	4
iii	Executive suite	1
iv	Visiting Officers' Flats+ reception (1)	3
v	Gymnasium	1
vi	Any other structure within Premises	Security guard changing room and common toilet block for service persons
d)	Staff Quarters:	
i	Regular flats	18+42= 60 flats
ii	VOF's (visitor Officer's flats)	8
iii	THH (Transit holiday homes)	9
iv	Community hall	1
v	Gymnasium	1
vi	Reception room (THH/VOF)	1
vii	THH/VOF canteen	1
Viii	SRA (Single room accommodation)	3

3. Details of Manpower- Minimum manpower deployment for Bank's property is as under-

- (a) Experienced Plumber-Skilled person (Six (6) days in week) -One (1) No.
- (b) Helper to plumber-Semi-skilled person (Six (6) days in week) – One (1) No.

Total minimum Manpower: Two (02) Number.

Note:

All labours should report to the caretaker/Bank's Engineer, the working hours shall be eight working hours (excluding 1/2 hour lunch break), **6 working days** in a week. Days & working hours shall be decided by the Bank and shall be mandatory and binding. **The emergency works when the workers will have to continue to work till the emergency is over. Contractors shall maintain a record of payment to their workers and shall submit along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages.**

Electricity and water shall be given to agency at nearest available point free of cost by the Bank but all the other arrangements have to be made by the contractor at their own.

Contractor is required to give prompt service. Contractor shall complete the complaint lodged in complaint book preferably complete in same day. However, for major repair work, contractor shall complete the job as directed by the Bank. In case of inordinate delay beyond the stipulated time, Bank has a right to levy a penalty for each unattended complaint.

The contractor shall note that cost of any item of plumbing material /fixtures/fittings/ misc. materials whose individual cost per unit is less than Rs.100/- (rupees hundred) shall not be reimbursed by the Bank and contractor shall note to consider such cost while submitting their quote for the captioned work. The cost of other fittings/ fixtures and other material will be paid based on the purchase bill submitted by the contractor. Contractor shall be eligible for 15% overhead and profit on cost of materials purchased for the work.

Fittings/ fixtures and other materials will be as per the latest DSR with permissible overloading as per cost index issued by CPWD or at reasonable market rate approved by the Bank as per the relevant and genuine invoice. The replacement any plumbing material / fittings/ fixtures shall be done after obtaining permission from the Bank's Engineer/s.

In addition to the day to day maintenance work of plumbing and sanitary, it is also necessary to attend the work of operation of domestic pumps in the Bank's premises to ensure uninterrupted water supply in the premises. The plumber shall check the water level (every day) in the sumps and operate the required valve during operation of the pumps as per requirement. AMC service person/plumber shall adhere to the instructions from the Bank's Engineers and caretaker of the Bank.

In case of any person is found giving poor workmanship, disobeying instruction of the Bank and misbehavior etc., the agency will replace such person(s) from the work as directed by the Bank.

4. Scope of services to be rendered under the contract shall broadly include the following items of work:-

A. Plumbing & Sanitary:

The services rendered under the contract shall include the following item of work without claiming any extra cost:

- i) Removing and re-fixing the loose hardware items with necessary screws as required at site etc. complete.
- ii) Removal of chokages in soil waste line, gully/ nahnii traps, manholes, inspection chambers, bottle traps, sinks, wash hand basin, urinals, water closets and the removal of debris outside the Bank's premises without any cost. During the removal and re-fixing of the connecting pieces, taps, stop cocks, valves por any other CI fittings such as Eye plug etc. are required, the same shall be replaced without any extra cost.
- iii) Keeping the rain water outlets on terraces, canopies, free of debris, foreign materials etc.to ensure quick flow of water from terraces etc.
- iv) Replacement of washers including the cost of washers for bib taps, stop cocks, rubber gasket for flushing cisterns and plunger washer for low level flushing tanks.
- v) Repairing of flushing systems CI/PVC / any other make porcelain, Fordham including removal of siphons, bells, float valves, provision of cotter pin plunger washers, nut and bolt for siphon, 'S' hooks including removal and refixing of tans with new accessories of appropriate sizes as per Bank's approved rates or reasonable rate approved by the Bank and making flushing tank in working condition.
- vi) Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, coolers, boiler, electrical gadgets, whenever such elect. gadgets are required to be replaced/ repaired.
- vii) Cementing of joints of various drainage lines, gaps between wash basins, sinks and that of walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floor and dados (all areas of flats), including refixing the same with white cement and matching pigment. The Cost of cementing material (i.e. white cement + matching pigment etc.) is to be included in the quoted rates.
- viii) Disconnecting and reconnecting suction and delivery connection of water pumps whenever the pumps are required to be taken away for repairs/replacement. Removal of air locks from suction lines / delivery lines as and when required.
- ix) To uproot any wild growth / vegetation etc. on and around the buildings/structures within Bank's premises/ colonies with necessary cost of acid etc. wherever required.
- x) Cleaning of drains/ sewer lines once in 6 months inside the premises (including removal of sludge, debris etc. from the line/ chambers and also out of the premises).

xi) Refixing of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cisterns, drain boards, towel rods, mirrors, glass shelves, soap holders, nahni trap, gratings and any other fixtures and fittings as existing in the Bank's properties including removal of existing/ fittings fixtures without causing any damages. Grouting of new wooden gutties in cement mortar and fixing with new screws, removing wherever necessary.

xii) Cleaning the vegetation from the buildings/ structures wherever appeared once in a month.

xiii) All installations will be routinely checked and preventive maintenance will be provided wherever necessary.

xiv) The complaints registered by the resident / Departments in the complaint book maintained with the Caretaker / Premises Section / as advised by ACT/ Banks Engineers will be routinely checked and all complaints will be attended promptly. After satisfactory completion the signature shall be obtain from respective resident or their representative

xv) Fittings/ fixtures and other materials procured with the approval of Bank will be paid as per DSR **with permissible overloading as per latest cost index issued by CPWD** or at reasonable rates approved by the Bank as per the relevant and genuine invoice for the works.

xvi)The submission of bill as per the schedule of quantities of captioned work (Part-II of the tender).

xvii) Removal of debris created due to Plumbing/Civil work to be taken and dumped in the Corporation Garbage bin or disposed of outside Bank's premises at appropriate place as per statutory norms.

xviii) The Plumbing & Sanitary/Civil fittings/fixtures in the vacant flat to be inspected on half yearly basis and report to be submitted.

xix) In addition to the afore-mentioned work, the following jobs too need to be performed by the contractor.

- Cleaning of sewerage pipeline including removal of sludge from manholes and septic tank, gully trap, manholes etc. complying with all statutory norms (on half yearly basis)

xx) Attending of all the preventive maintenance works

C) The cost of following items of work should also be included in the quoted rates:

i. **The following Registers shall be maintained by the Contractor at colonies**

- Attendance Register
- Routine/preventive/periodic / water meter maintenance work register
- Any other log books as directed by Estate In charge

ii. Above registers shall be inspected by Premises section officials for their verification.

iii. Providing of all essential tools to his staff for day to day maintenance & emergency.

iv. Providing of all safety equipment's, material to his staff.

v. Providing **uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch, Mobile phone etc.** to his all staff.

vi. Provide necessary training to his staff on quality, safety & technology.

vii. If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.

viii. Service / Maintenance Report/Call Sheet should be maintained in each case and should be submitted duly countersigned by the Supervisor & user/ complainant while submission of monthly bill.

ix. RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending upon site requirement for execution of the work mentioned in the scope of work without any additional cost.

x. The list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy operation of the system concerned and for the satisfaction of the occupant/complainant will be considered in part of scope of work.

xi. The contractor's workforce should attend to the breakdown call immediately. Major/minor complaints shall be attended immediately and no extra payment will be made for same. The Firm has to depute sufficient Staff/Technicians on Sundays/Bank holidays, if Bank desired & or in case of emergency/for very essential work/breakdown etc., without extra charges/payment.

xii. Penalty: In case AMC labours identified fails to turn up the work on any day as per the schedule (weekly six days), the contractor shall arrange to depute leave reserve for absented worker (plumber/helper). If leave reserve is not deputed or not carried out any captioned work/complaints/ within reasonable time for each day of absence of any of the worker (plumber/helper) (for minimum 2 hrs), proportionate recovery @ per day salary being paid to the labours regularly engaged by the contractor plus charges paid by the Bank to engage outside agency to attend the complaints/work will be recovered from the monthly bill for each day of absence of the labours to whom the Bank awarded the AMC contract.

xiii. The contractor shall furnish bio data along with the copy of Govt. approved I- card, recent passport size photograph, mobile no. etc. of the person deployed for the work in the residential colonies. In case of absence of regular Technician/ Semi-Skilled Technician, the alternate person shall be authorized by the contractor to carry out the maintenance work in the residential colonies with the contractor's signature duly authenticated. The Contractor will be required to work after obtaining necessary entry pass issued by the competent authority as appointed by the employer. All such staff should have photo identify cards with address, duly signed by the authorized signatory of the Contractor.

xiv. The contractor shall depute Technician/Labour of proven capability. Contractor will be held responsible for any mischief / damages that may take place in the working / occupied Residential colonies on account of workmen's negligence.

xv. The Technician's license / contractor's license copy wherever applicable and their contact Telephone Nos. and Cell Nos. of both (Technician/s & contractor) shall be submitted to the Bank.

xvi. Payment will be made on **monthly basis** after completion of satisfactory work and duly certified

by competent authority/ Bank's officials.

xvii. Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Banks Residential colony. Proper insurance cover for all the labours posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period.

xviii. Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work.

xx. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

xxi. For the defined scope of work, we recommend minimum requirement of skill as following:

Work type	Required Certification	Minimum Skill Requirement
Plumbing & Sanitary / Civil Maintenance work	Experienced Skilled Plumber – One (01) No.	Skilled
	Helper (Semi-skilled) – One (1 No).	Semi -skilled

The Contractor shall strictly comply with the provision of fire/safety code & other declaration annexed hereto.

Note:

Contractors are advised to quote their rates after the colony visit confirming to the conditions and the detailed scope of work of Part-I & Part-II tender.

Date:

Signature of contractor with seal

Place:

Address with contact Nos.:

SECTION-VII

SPECIAL INSTRUCTIONS TO THE TENDERER

1. The workmen will not be allowed to stay within the premises except duty hours.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
4. The Contractors has to obtain permission, if any required from the local authorities / bodies as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and draining charges.
5. The intending tenderer can obtain any clarifications regarding the tender etc. if any from the office of Reserve Bank of India, Premises section, 1st floor, Banerji road, Ernakulam North, Kochi-682018 on any Bank's working day.
6. The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank's officials. The delivery of materials shall be given on the floors specified in the tenders.
7. The bidder may please note that the work has to be carried out in an occupied building / premises during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the staff and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly on daily basis, to the entire satisfaction of Bank.
8. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.
9. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.
10. The tenderer shall use only approved brand materials.
11. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.
12. Some other works, such as Civil/Carpentry or any specialized works etc., have been organized by the Bank through separate agencies. The contractor shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.

13. The contractor should have valid Labour license from Labour Commissioner wherever the number of labourers engaged is 20 or more. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner's rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.
14. All the firms/contractors who are legally bound to be registered with EPF/ESI authorities shall have to submit the registration certificate/ code number of firm/Contractor.
15. The firm will be paid separately for the payment of the subscriptions of EPF/ESIC for the employed workers/labours for the captioned AMC work, on the production of proof of payment e.g. payment receipts/challan receipts.
16. Before quoting the rates contractor should inspect the site and understand the nature and scope of the work for themselves.
17. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's officials. The bidder should note that the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor.
18. The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.
19. The Contractor shall make their own arrangements for storing of their materials at site. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank
20. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work
21. The Contractor shall keep the Bank indemnified against all claims, if any.
22. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.
23. Wearing of uniform: Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose at their own cost.
24. Incomplete tender may not be considered for further processing.
25. The firm/contractor shall have a **service set up at Ernakulam district** and furnish the address of their set up at Ernakulam District and other details like no. of persons/technicians employed etc. to the Bank.
26. **List of Documents to be submitted along with Monthly Bill:** Copy of following documents for a particular month duly certified by the contractor/supervisor to be submitted along with monthly bill for payment:
 - i. Statement of Complaints received/attended
 - ii. Statement of materials procured (if any) with the approval of Bank
 - iii. Copy of Attendance Register

- iv. Declaration for compliance of Contract labour Act & Minimum wages Act and other statutory obligations (i.e. the Employees Provident Fund, Employee State Insurance Corporation etc.
- v. Photo copy of Wage slips duly signed by Contractor and counter signed by each labourer to be submitted to Bank and submit proof of payment in respect of the same to the Bank.
- vi. GST declaration
- vii. Documentary evidence indicating the payment made towards EPF/ESI

Date:

Signature of contractor with seal

Place:

Address with contact Nos.:

Annex- I

(The successful contractor / firm should give following declaration (1 & 2) along with the bills).

1.DECLARATION

I, shri/smt. _____ being the owner/ proprietor of _____(name of the firm/establishment), an enlisted vendor of Reserve Bank Of India, Kochi, do hereby declare that I have/will be adhered to the rules and regulations stipulated in contract labour (Regulation and abolition) Act, 1970 and minimum wages Act, 1948 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that, I have paid and will pay wages to the workers/ labourers engaged by me in connection with the work entrusted to me by the Bank.

Signature with date:

Name:

Seal:

2. GST DECLARATION

I do hereby declare that the GST registration number of my/ our firm/ establishment is _____

And the GST claimed in the bill will be paid duly to Government Of India after receipt of the same from RBI.

I will inform RBI in due time about the payment of GST to Government Of India.

Signature with date:

Name:

Seal:

Annex- II

Call sheet for plumbing and sanitary maintenance works at Office Building/ Officers Quarters/ Staff quarters

Name of the Premises (Office Building/ Officers Quarters/ Staff Quarters): _____

Complaint No. : _____ **Date:** _____

Flat No/ Location details: _____

Name of the Occupant: _____

Nature of complaint:	Actual work carried out
Out:1) _____	1) _____
2) _____	2) _____
3) _____	3) _____

Details of Replacement, if any

Date of work attended: _____

Job completed to my satisfaction and item as mentioned actually used.

Name & Signature of occupant: _____

List of old replaced material handed over to Bank's Caretaker:

**Signature of the contractor
(maintenance) with date**

**signature of Caretaker/ Bank's officials
with date**

Annex III**Proforma for preventive maintenance works**

Sr. No.	Particulars	Whether attended or not	Whether working satisfactorily or not	Remarks
1.	Cleaning of drains/ sewer lines, manhole chambers etc. once in six months.			
2.	Removal of sludge from manholes, drains, gully traps etc. twice a year			
3.	Operating and servicing all types of valves once in three months			
4.	Inspection of plumbing and sanitary installation of vacant flats once in six months			
5.	Cleaning of water logging area as and when required			
6.	Cleaning the vegetation from the buildings/ structures wherever appeared once in a month or as and when required			
7.	Maintaining water meter register or any other registers prescribed by the bank on daily basis			
8.	Cleaning of terrace area/ open terrace etc. once in three months			
9.	Cleaning of pump room area once in three months			
10.	Checking and servicing of all pumps (excluding fire pump) once in six months			

**Signature of the contractor
(maintenance) with date**

**signature of Caretaker/ Bank's officials
with date**

Annex - IV

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR (To be submitted online along with Tender part I)

CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

1	Name of work with brief particulars	
2	Work order No. and date	
3	Contract amount	
4	Name and address of the authority under whom works executed	
5	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
6	Any legal action initiated against contractor	Yes/No
	ii) If yes, please brief particulars	
7	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
	c) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	d) General behaviour	Outstanding/Very Good/ Good/Satisfactory/poor

Note : All columns should be filled in properly

* countersigned" by Reporting Officer* with Office seal.

*Officer of the rank of executive engineer/Superintending Engineer or equivalent in charge of the equipment installation.

Note: Client's report issued by private organization shall be accompanied by TDS Certificates. (Reports must be submitted in sealed cover addressed to The General Manager (O-i-C), Reserve Bank of India, Estate Section, RBI Kochi)

Annex- V

Bankers Detail

The details of our bankers are as below.
(To be submitted online along with Tender part- I)

Sr. No.	Particulars (Submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number of Branch	
4	Name of the contact person (Banker)	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

Bank's Seal.

Name & Signature of Tenderer

Date: _____

Place: _____

Annex- VI

FORMAT OF BANKERS' CERTIFICATE

(To be submitted online along with Tender part I)

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last three financial years (year wise).
 - (i) 2021-2022:-
 - (ii) 2020-2021:-
 - (iii) 2019-2020:-
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings : Satisfactory/unsatisfactory
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹7.85 Lakh.- Yes/No

(Signature) For the Bank Note:

Bankers' certificates should be on letter head of the Bank.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

**Reserve Bank of India
Estate Department
Kochi**

Section VIII

UNPRICED BILL OF QUANTITY

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	<p>Basic Wages (BW) including Variable Dearness Allowance (VDA) for '312' 'Plumber' duties and 312 "helper to plumber' 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.</p> <p>Note:- Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).</p>	1	Lumpsum	1.18 (GST Factor)
2	<p>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.</p>	1	Lumpsum	1.18 (GST Factor)

	Note:- Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).			
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Note:

- (i) 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 Rupee (INR).
- (ii) The above price bid format is given only for illustrative purpose. Bidders should quote their prices only online in MSTC portal and should not submit/upload physical price quote along with part-I documents or separately. Submission of price bid in physical form may lead to disqualification of tender.
