



Reserve Bank of India
Estate Department
Bhubaneswar

e-Tender for Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises

e-Tender no: RBI/Bhubaneswar Regional Office/Estate/30/24-25/ET/849

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Disclaimer

Reserve Bank of India, Bhubaneswar (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises**

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in the tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the timetable reflected in this document, to update the scope of work or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.



Reserve Bank of India
Estate Department
Bhubaneswar

Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises

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Reserve Bank of India
Estate Department
Bhubaneswar

Section A

| NOTICE INVITING e-TENDER | |
|---|---|
| Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises | |
| 1. | Tenders by e-tendering process are invited for the "Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises". The tender will be applicable for an initial period of 1-year w.e.f. April 01, 2025, to March 31, 2026. However, the contract can be extended for further period of two years (one year at a time) subject to satisfactory performance of the successful bidder and adherence to contractual obligations by the service provider. |
| 2. | All pre-Qualification documents shall be uploaded with Techno-commercial bid (Part-I) on MSTC portal. Those who do not upload the Pre-qualification documents would not be considered for this tender process. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process. |
| 3. | Only those firms who are GST registered, have Valid HT Electrical Contractor License issued by any State Government, and have minimum 5 years of experience in the field of work of similar nature (Operation, Maintenance of Substations, DG sets, Electrical Equipment in office buildings, residential premises, industrial sector etc.) (on or before December 31, 2019) and have executed three or more similar works individually costing not less than 40% of the estimated cost "OR" two works costing not less than 50% of the estimated cost "OR" one work costing not less than 80% of the estimated cost during the last 5 years ending December 31, 2024 and have a minimum yearly turnover of 100% of the estimated cost during the 3 financial years i.e. 2022-23, 2021-22 and 2020-21 are eligible for tender. |
| 4. | Only those contractors will be considered eligible who will invariably furnish, at the time of applying for e-tender, the following information to satisfy the Bank about their eligibility for participating in the tendering process. |

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| 4.(a) | Composition of the firm | Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be uploaded along with name(s) and address (es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document. |
| 4.(b) | Work experience & Completion of similar works of specified value during the specified period. | Copies of the detailed work order indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. |
| | | The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center should also be given. |
| 4.(c) | Creditworthiness of the contractor & their Turnover during the specified period. | Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for three years i.e., 2023-24, 2022-23 and 2021-22. |
| 4.(d) | Name(s) & address (es) of the Bankers and their present contact executives | Written information about the names and addresses of their bankers along with full details, like names postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc., of the contact executives (i.e., the persons who can be contacted at the office of their banker by the Bank in case it is so needed) should be uploaded . |
| 4.(e) | Details of bank accounts | Full particulars of their bank accounts, like account No., type, when opened, etc. should be given. |
| 4.(f) | Name (s) & address (es) of the Clients and their present contact executives | Information about the names and addresses of their clients along with full details, like names postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc., of the contact executives (i.e., the persons who can be contacted at the office of their banker by the Bank in case it is so needed) should be furnished. |

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| 4.(g) | Details of completed works | The Client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), name(s) and full contact-details of the officer / authorities / departments under whom the work (s) was / were executed should be furnished. |
| 4.(h) | Client Certificates | The tenderers are advised to upload the Client Certificate as per enclosed Proforma from at least two of their clients for whom they have carried out eligible works in terms of eligibility (Pre-qualification) criteria described in the notice inviting tenders. Client Certificates shall be accepted by the applicant / tender inviting authority of Reserve Bank of India only when the same are signed by an official of the rank of Executive Engineer or equivalent in respect of a Government / Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the tender for the work done by them. The client certificate issued by the private organization shall also accompany Tax Deducted at source (TDS) certificate. Applications / tenders received without the specified certificates in specified format shall be rejected and the Bank shall have the right to independently verify the submitted certificates, if felt necessary. |
| 4.(i) | Banker's certificate | The tenderers are advised to upload the Banker's certificate of not less than the estimated cost of the tender from their banker/ bankers as per the Annexure VII . Such certificate shall be addressed to the application / Tender inviting Authority of the Reserve Bank of India and shall be submitted along with their application / tender. |
| 4.(j) | Signed copy of tender | The tenderers are advised to submit signed copy of tender which shall imply that the tenderer has read the full tender document and shall abide by the same. |
| 4.(k) | Service Set-up | The tenderers should either have a service set-up in Bhubaneswar or within 50 km radius of Bhubaneswar or else should provide a declaration to set its service set-up at Bhubaneswar or within 50 km radius of Bhubaneswar within 1 month of award of work (in case of emerging as successful bidder) (Document in support of the same is to be uploaded in |

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| | | the e-tendering portal). |
| 4.(l) | Registration Certificate | The tenderers are required to upload the EPF/ESIC registration Certificates issued by the competent authority. |
| 4.(m) | Proof of submission of EPF/ESIC | The tenderers are required to upload at least 2 months of ECR & Combined challan for EPF and Challan for ESIC to the Bank along with their tender. |
| 4.(n) | Proof of Valid Electrical Contractor License issued | The tenderers are required to upload the Valid Electrical Contractor License issued by the local government authorities. |
| 4.(o) | Proof of Valid Electrical permits of the proposed staff for deployment for the said work | The tenderers are required to upload the Valid Electrical permits of the proposed staff for deployment for the said work issued by the local government authorities. |
| 5. | <p>Interested tenderers have to upload relevant documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of EMD should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.</p> <p>It is to be duly noted that the tender process shall be executed on the MSTC portal through e-Tendering.</p> | |
| 6. | In the event of intending tenderers' failure to satisfy the Bank; the Bank reserves the right to refuse their participation . | |
| | <p>Tenders form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerece.com/eprocn. The pre-Qualification papers and scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. The Demand Draft or Bank Guarantee for EMD should reach in original in a sealed envelope to Estate Department, Reserve Bank of India, Bhubaneswar. If paid through NEFT, the NEFT receipt should be uploaded along with pre- qualification documents.</p> | |
| 7. | <p>Interested vendors/firms can participate in e-Tender after getting registration with www.mstcecommerece.com/eprocn). Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through www.mstcecommerece.com/eprocn and applicable transaction charges have to be paid by the firm.</p> | |

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| 8. | <p>Tender in prescribed format shall be uploaded on MSTC website. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter only.</p> <p>The EMD should be submitted through NEFT transfer to A/C No-186004001, Reserve Bank of India, IFSC Code-RBIS0BBPA01, Branch Name – Bhubaneswar Or by a demand draft issued by a Scheduled Bank in favor of 'Reserve Bank of India, Bhubaneswar' Or in the form of an irrevocable bank guarantee issued by a scheduled bank in the Bank's standard proforma which is available in the tender-form along with pre-Qualification documents.</p> <p>Part-II of the tender will contain <u>no conditions</u> but Tenderer's Price Bid, Bank's Schedule of quantities, if any, only.</p> | |
| 9. | The schedule of the tender (SOT) is as follows: | |
| | Activity | Tentative date |
| a) | e-Tender no | RBI/Bhubaneswar Regional Office/Estate/30/24-25/ET/ 849 |
| b) | Mode of Tender | -Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eproc) |
| c) | Estimated Amount of the work | ₹42,50,000/- |
| d) | Date of NIT available to parties to download (Notice for Inviting Tender) | January 30, 2025, after 18:00 hours |
| e) | Pre-Bid meeting (offline) | February 06, 2025 at 11 am at the VC room, 2 nd floor, RBI, Bhubaneswar |
| f) | Date of placing minutes of the pre-bid meeting on RBI website | February 07, 2025 |
| g) | Earnest Money deposit | <p>EMD of ₹85,000/- to be remitted through:</p> <p>i. NEFT: A/C No-186004001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction may be provided to estatebhubaneswar@rbi.org.in Or</p> <p>ii. Demand Draft/Bank Guarantee: DD/BG in favour of Reserve Bank of India,</p> |

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| | | Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001 |
| h) | Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn | February 07, 2025 from 14:00 hours |
| i) | Last date for submission of EMD | February 17, 2025 by 14:00 hours |
| j) | Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid | February 17, 2025 at 14:00 hours |
| k) | Date & time of opening of Part-I (i.e., Technical Bid) Part-II Price Bid: Date of opening of Part II i.e., price bid shall be informed separately | February 17, 2025 at 15:00 hours |
| l) | Performance Bank Guarantee (PBG) in lieu of Security Deposit | 5% of the contract amount |
| m) | Transaction Fee | As prescribed by MSTC Ltd |
| 10. | Part-I of the tender will be submitted by the Tenderers in MSTC portal. The same will be opened by RBI as per the SOT. Those tenderers, who would like to depute their representatives, may depute their representatives to Estate Department, Reserve Bank of India, Bhubaneswar for the same. Part II of the tender will be opened later. Due intimations will be given for the same. | |
| 11. | The Bank shall obtain reports on the past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so. | |
| 12. | The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. | |

Regional Director
Bhubaneswar



Reserve Bank of India
Estate Department
Bhubaneswar

Section B

Important instructions for e-procurement

Important instructions for E-procurement

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your 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 Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with www.mstcecommerce.com/eprocn/

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

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, (before the scheduled time of the e-tender).

Contact details:

a) Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number: 07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability

9:30 AM to 5:00 PM on all working days for all technical issues e-Tenders, System settings etc.

b) Contact person (MSTC) at Bhubaneswar

Please visit www.mstcindia.co.in/content/Contact.aspx

| Contact Person | Mail | Mobile |
|----------------------|--|-----------------------|
| Shri Mahesh Ramavath | rmahesh@mstcindia.co.in | 8801281004 |
| Help Desk/ Office | helpdesk@mstcindia.co.in | 0674-2544199/ 2950091 |

c) Contact person at RBI (RO/TE)

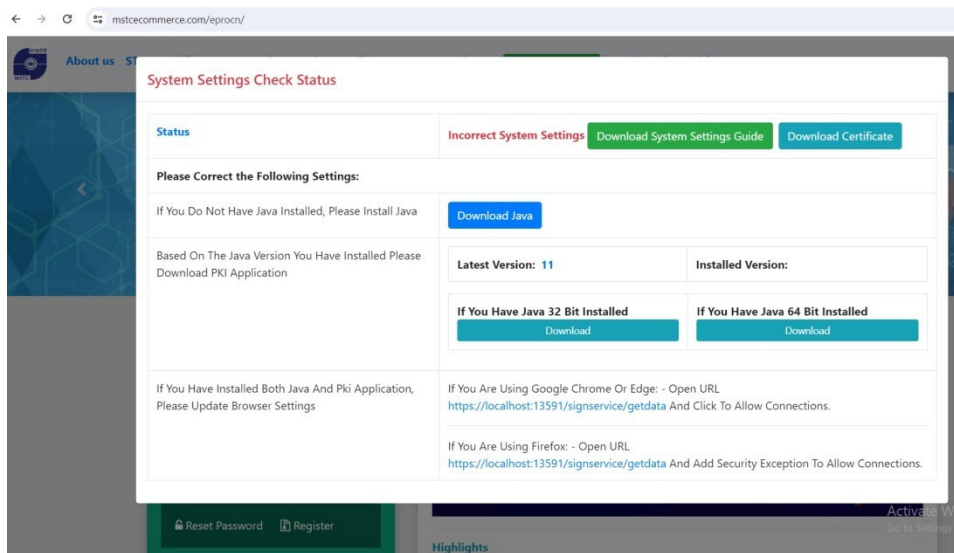
Shri Manoj Pati, Manager, manojpati@rbi.org.in (Mobile-7008475898)

Shri Bhabani Shankar Malik, AM – bsmalik@rbi.org.in (Mobile – 7978857932)

Guide.

1 System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eproc/>



- Windows 7 or above Operating System
- Edge/Google Chrome
- Signing type digital signature
- 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. Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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.

Transaction fee is non-refundable. A vendor will not have the access to online e-tender without payment of the 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.

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

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5.Bidding in E-tender:

Note: Vendors are instructed to use **Upload Documents** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.

- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.



Reserve Bank of India
Estate Department
Bhubaneswar

Section C

Form of Tender

To

Date:

Place:

Regional Director
Reserve Bank of India
Estate department
Bhubaneswar

Dear Sir,

Sub: Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/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 (Part II) and in accordance in all respects with the specifications and instructions in writing referred to in Conditions of Tender, the Articles of Agreement, Special & General Conditions of Contract 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

| Sl. No. | Description of work | Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises |
|---------|--|---|
| A | Estimated cost (₹) | ₹42,50,000/- |
| B | Earnest Money (₹) | ₹85,000/- (2% of Estimated cost) |
| C | Percentage, if any, to be deducted from bill | Nil |
| D | Performance Bank Guarantee | 5% of the contract amount. |

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions 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. Bidders / tenderers are advised to **submit the EMD** with the Reserve Bank of India, along with the tender which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

Our bankers are (full address)

| | |
|------|--|
| (i) | |
| (ii) | |

The names of partners of our firm are:

| | |
|------|--|
| (i) | |
| (ii) | |

| | |
|--|--|
| Name of the partner of the firm authorized to sign | |
| OR | |
| Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached) | |

Yours faithfully,

Signature of Contractor



Reserve Bank of India
Estate Department
Bhubaneswar
Section D

General Instructions for Tenderers

Introduction

1. The e-tenders are invited through e-tendering on MSTC portal for “**Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank’s Main Office Premises**”. The scanned and signed Part I of the tender is to be uploaded online on MSTC portal along with the price bid.
2. No tenderer will be able to bid for the tender after the scheduled date and time as mentioned in the SOT under any circumstances whatsoever.
3. The Part I of the tender will be opened on scheduled date and time as mentioned in the SOT at Estate Department, Reserve Bank of India, Bhubaneswar in presence of the tenderers or their authorized representatives, should they choose to be present. The date for opening of the Part-II will be decided by the Bank, after analysis of the documents uploaded during Part-I.
4. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

Preparation of the tender

5. The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II "Part I – Technical and Commercial" and "Part II – Price bid", respectively.
6. Each of the tender documents should be deemed to be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
7. No advice of any change in rate or conditions after the opening of the tender will be entertained.
8. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the requirements of tender 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.

9. A pre-bid meeting (off-line mode) of the intending tenderers will be held on scheduled date and time as mentioned in the SOT at Estate Department, Main Office Building, Reserve Bank of India, Bhubaneswar. The duly filled in tender documents shall be uploaded on MSTC site till scheduled date and time as mentioned in the SOT. **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). If any of the requisite documents is missing or not uploaded, the tender may be considered invalid by the Bank at its discretion.
10. Part-I of the tender must be duly sealed and signed before upload by the competent person of the bidding party.

Preparation of Bid

11. The tender has been exhaustively vetted for the Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises.
12. Tender in prescribed form shall be submitted in two parts – Part I Technical and Part II Financial.

Technical Bid: Part-I of the tender will contain Bank's standard technical and commercial conditions (not Price Bid) for the proposed work, tender's covering letter.

- (i) Sections I to III are part of Technical Bid.
- (ii) Bidder must fill all the details specified in various sections.
- (iii) EMD shall be part of Technical Bid.
- (iv) All the Annexures must be filled before submission of tender.

Financial Bid: Part-II of the tender will contain no conditions, but tenderer's price Bid only as given in Part II.

Special Note: - **The bidder should quote price in the online mode in MSTC portal.**

There shall be two headers:

1st Header – Labour component: The cost of labor/workforce, EPF, ESI and Bonus as defined will be reimbursed on an actual basis as per the statutory rates. Hence, bidders are not required to quote.

Wages are subject to amendments as and when promulgated from time to time by statutory Authorities. Increase of VDA by Ministry of Labor and Employment, Govt. of India vide notification wef October 01, 2024, has been incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.

2nd Header - Non-Labour component will include Administrative Cost and Overhauling charges plus profit margin i.e., all payment over and above minimum wages, administrative charges for running the business (such as cost of provision of uniform, amenities to worker and other expenses etc.), Profit margin & GST.

13. The Financial Bid is liable to be rejected at the discretion of the Bank, if:
14. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- 14.b **Quoting of all rates/ amounts is to be done with 2 decimal places without any round-off/ up/ down. If no decimal is present in quoted value, it shall be treated as having “.00” decimal place.**
15. (a) At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment / addendum.

(b) Any such amendment will be hosted on the MSTC/ RBI Portal. The addendum(s)/ corrigendum(s) issued will form part of the tender documents.
16. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.

Right of the Employer

17. (a) The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

(b) The Bank reserves the right to accept or reject any tender application during the scrutiny of the Eligibility Criteria and it will be the sole discretion of the Bank to allow / disallow any / all Part I tenderers to participate in Part -II.

Earnest Money Deposit (EMD)

18. The EMD should be submitted through NEFT transfer to A/C No-186004001, Reserve Bank of India, IFSC Code-RBIS0BBPA01, Branch Name – Bhubaneswar **Or** by a demand draft issued by a Scheduled Bank in favor of ‘Reserve Bank of India, Bhubaneswar’ **Or** in the form of an irrevocable bank guarantee issued by a scheduled bank in the Bank’s standard proforma which is available in the tender-form along with pre-Qualification documents. The documents pertaining to EMD should be scanned and uploaded with the pre- Qualification documents.
No tender will be accepted without EMD.

Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.

19. On receipt of intimation from the Employer 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 articles of agreement. Further, 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 subsequently executed or not.

Performance Bank Guarantee (PBG) / Security Deposit (SD)

20. (a) **Performance Bank Guarantee (PBG) as security deposit for completion period:** On award of the work, the successful Contractor shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure XV](#) towards security deposit or amount equivalent to PBG through online mode (NEFT / RTGS) for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order and it will be returned after completion of contract period.

If the Contractor fails to furnish the Performance Bank Guarantee as security deposit within stipulated time, charges for delay (in case of delays in submission in unavoidable circumstances) in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate..

- (b) **EMD:** Bidders shall pay EMD by way of a NEFT/demand draft/BG drawn on scheduled bank payable to Reserve Bank of India, Bhubaneswar. A tender which is not accompanied by EMD will not be considered. The EMD of all tenders other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier but without any interest.

Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned above.

The Earnest Money Deposited by the successful tenderer in the form of DD/BG initially valid for 4 months, shall remain un-discharged for such period as may be specified for keeping the tender open.

The EMD of successful Contractor shall be released on acceptance of the tender and on production of a Bank Guarantee called “Performance Bank Guarantee (PBG)” from any scheduled bank in the form prescribed by the Bank towards security deposit for due fulfilment of the contract.

EMD will be forfeited in the following situations: a) If the vendor / contractor withdraws bid after opening of the commercial bid. b) If the vendor / contractor fails to commence

the work awarded to him / her within the prescribed time limit.

Refund of SD

21. The Security Deposit shall be refunded to the contractor without any interest in due course i.e., on successful completion of the tenure of the tender where satisfactory services have been provided during the tenure. All compensation or other sums of money payable by the Contractor to the Employer under the terms and conditions of this Contract may be deducted from his SD, if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good by a demand draft or NEFT of value equal to the amount so deducted.

Assignment / Sub-letting the contract

22. 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.
23. The Contractor shall carry out all the work strictly in accordance with technical details and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the technical scope and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

Contractor to provide everything at his cost

24. The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the tender. This may include uniforms, tools, gadgets or any item in best conscience of the contractor.

Tenderer to inform himself fully:

25. (a) The tenderer shall be deemed to have carefully examined the work and site conditions including the labor, general and special conditions, the specifications, schedules and scope and shall be deemed to have visited the site of work and have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the department but without any guarantee about its accuracy.
- (b) If the tenderer shall have any doubts as to meaning of any portion of the general conditions, or the special conditions, or the scope of work or the specifications or any other matter concerning the contract he shall in good time, before submitting his tender, put forth, the particulars thereof and submit them to the Employer in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to the tender conditions in the absence of such authentic pre-clarification.

- (c) The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

Errors, Omission and Descriptions

26. (a) In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases, the correct rate would be that which is lower.
- (b) Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.
- (c) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Manager (Tech) / AM(Tech), Estate Department, Reserve Bank of India, Bhubaneswar whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

Labour Laws

27. (a) The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.
- (b) Successful tenderer has to follow minimum wages and contract labour act and pay to his workmen as per this act. Maintain the proper records of the same as per extant law. The workmen / labour deployed for the work shall be paid **minimum wages** & other facility as per provision in the **CLC/Contract Labour Act.**
- (c) The offices of the Regional Labour Commissioner (Central), Bhubaneswar will have the jurisdiction over the implementation of the labour laws under this contract and The Prevention of Sexual Harassment of women at work places.
- (d) The contractor shall be required to obtain a license, if applicable, from the office of the Assistant Labour Commissioner, Government of India as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.

28. The contractor should follow the following and continue to have valid license, if any, during the validity of the contract period:

- a) Contract Labour (Regulation and Abolition) Act 1970
- b) Payment of Wages Act 1936
- c) Employment of Children's Act
- d) Minimum Wages Act 1948
- e) Employee Provident Fund Act 1952 and scheme made under said Act.
- f) Employees' State Insurance Act 1948

Obtain required licenses/clearances etc. from Assistant Labour Commissioner, Municipality and other local agencies/bodies at his own cost, whatever necessary.

29. The contractor should ensure payment of minimum wages to all labourers / workmen staff employed by him. Contractor should submit NEFT mandate / passbook copies / Credit alerts / certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him at the rate which is not less than the one prescribed under Minimum wages Act, 1948 after deduction, if any, under applicable laws and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such documents.

Name & Address of The Contractor:

Date:

Sign & Seal of The Contractor:

Place:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Section E

Special Conditions for Tenderers

Dismissal of Workmen / appointment

1. 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. Further, the contractor will have to intimate Bank before dismissing any labour engaged for the work.

Payment

2. Payment shall be made based on monthly basis against an GST invoice, after submission of following documents:
 - a) Copy of attendance register / sheet – attested by Caretaker / Asst. CT of the colony.
 - b) Copy of documents reflecting submission of EPF – Combined Challan, ECR, Payment Receipt.
 - c) Copy of documents reflecting submission of ESIC – Challan, Payment receipt.
 - d) Copy of documents reflecting submission of Professional Tax – Challan.
 - e) Proof of Payment to workmen – NEFT mandate / Credit receipts / Account statements.
 - f) Statement of any preventive maintenance work done.
 - g) Statement of material procured (if any) with the approval of the Bank.
 - h) Any log books / document as directed by Estate Dept. In Charge.

The payment to labours through e-banking mode is a must for the contractor, failing to do so, the Bank may take action under Clause 6 of the ongoing section.

Defects due to this contract / work by another contractor

3. 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.

Failure by Contractor to comply with Employer's instructions

4. 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 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.

Penalty

5. In case of any workman required as per the Scope of Technical Work is absent on any day or for a period and the contractor fails to arrange an alternative workman for the said day or the period, the employer has the right to deduct penalty as mentioned below from the bill. Further, if engaged workmen is not able to attend complaints or carry out any maintenance work or is not present in the premise during the official hours and the employer has deputed any other labour (directly or through another contractor) to rectify the work, then the employer can deduct any such amount payable to another contractor for the work from the monthly bill of the contractor.

Further, an amount of ₹ 750/- (Rupees Seven Hundred Fifty only) per day will be charged as penalty, if any defect/s (of major systems) intimated to the contractor is not rectified within 04 Hours of intimation. However, maximum deduction on this account shall not exceed 10% value of the base contract value.

Penalty for late/ delayed payment to workers: The agency shall pay to the workers employed by him as per the timeline fixed in Sec 5 of Payment of THE PAYMENT OF WAGES ACT, 1936 read along with The Payment of Wages (Procedure) Rules, 1937. Any delay in respect of payment of wages shall attract a penalty @ ₹500/- per day for the delayed period in the first instance and @ ₹700/- per day for the delayed period from second instance onwards for the late payment to workers. Decision of the Bank in this regard shall be final.

Penalty for lesser no. of deployed man days/ failure to deploy adequate staff on daily basis: In case of absence, apart from deducting labour component of the cost (Wage+EPF+ESI+GST) for that absent manpower, an additional amount of ₹500/- per day will be deducted in case of absences of labourers. Decision of the Bank in this regard shall be final.

Termination of Contract by either party

6. Employer: If the Employer determines 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 maintenance as required to be completed within the time agreed upon, **or**
- (iv) has failed to remove materials from the site as specified in tender 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 **or**
- (vi) 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**
- (vii) 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**
- (viii) shall assign or sublet this Contract without the consent in writing of the Employer first had obtained, **or**
- (ix) shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder **or**

- (x) fails to furnish sufficient documents / proofs for submission of EPF/ESIC **or** payment of Minimum wages to all engaged labours (after statutory deductions) **or** insurance policies and any other document as required as per the tender for consecutive 3 months,

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 as terminated.

Further, 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.

Any 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 means may enter upon and take possession of the works and all tools, machinery and materials lying upon the premises or the adjoining lands or roads. Such force full items will be at the discretion of the employer to be returned to the Contractor or put to use through separate contractors or own staff, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

- 7. Contractor: 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 materials supplied or labour deployed for the purpose of the Contract.

Renewal of Contract

- 8. (a) The contract can be considered for further renewal on mutually agreed terms and conditions subject to the satisfactory services rendered by the successful bidder and if the Bank so desires.
- (b) The service contract shall be valid initially up to 31st March 2025 and it may be further renewed for Two years (One year at a time) subject to satisfactory performance.
- (c) On renewal of contract, the revision of rates may be done on the basis of cost escalation. The percentage increase in cost (Non-Labour Component) excluding taxes / duties shall be calculated by using formula

$$AC = AP (15 + 85 \times (WPIc/WPIp)) \times 1/100$$

where, AP and AC are present price and revised price, respectively and CPIc and CPIp are Wholesale Price Index for all comodities for all India for 6 months prior to the commencement

date of contract for the current year & previous year, respectively.

However, if any party wants to withdraw from renewal of the contract, either party should give a notice period of three months to the other party before termination of the contract on mutual consideration.

Rate Revision of the contract

9. (a) The non-labour component of the contract rates will be revised once as per the formula given at clause 8 of the ongoing section.

(b) The Labour component will be revised twice in terms of revision of Minimum Wages by the Chief of the Labour Commission. Further, any revision or change to statutory payment will only be on the basis of any amendment under the relevant Acts by the Competent Department.

The overall rate will always and only be derived by adding the Labour and Non labour components.

Insurance Clause / Indemnity to employer

10. (a) The contractor shall take insurance at his cost to cover following risk in the joint names of the Bank-

i. **All Risk Policy to the total amount of work.**

ii. **Workmen compensation policy for the employees engaged.**

iii. **Third party liability:** Third Party Liability Policy as per following details: (i) For injury to persons – Rs 2 Lakh per person per accident (ii) For damage to property – Rs 5 Lakh per accident Subject to overall ceiling as per extant Insurance guidelines

(b) The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

(c) The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as

to make good or otherwise satisfy all claims for damage to the property of third parties.

(d) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.

(e) The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising there from.

(f) The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

Matters to be finally determined by Employer

11. 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.

Employer entitled to recover compensation paid to workmen

12. 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 security deposit 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.

Prevention of Sexual Harassment of women at work places

13. (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 / 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 Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.
- (c) The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual harassment by the employee /workmen 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 Employer's premises.

Non-disclosure clause

14. 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.

Indemnity for Principal Employer

15. (a) The Bank endeavors to implement norms of EPF/ESIC for every labour engaged at its premises by the contractor through the tender. It is mandatory for the tenderer to be registered at the Shram Suvidha Portal for exercise of EPF/ESIC requirements before bidding. The Bank may call for any documents pertaining to this clause to verify the applicability of the EPF/ESIC norms.
- (b) The tenderer should each month submit the EPF/ESIC contributions of the employer & employee at the portal. Further, it is the responsibility of the tenderer to indemnify the Bank against any damage / fine / penalty etc. which may become due to the EPF / ESIC Acts.
- (c) The Bank has the right to call / ask for any forms/ statement / challans to satisfy itself that the labours have been protected as per the EPF /ESIC norms and have been paid salary as per the Minimum wages after statutory deductions only. Further, if the Bank is satisfied that the contractor has failed to do so, the Bank has the right to take necessary action as deemed fit.

Name & Address of The Contractor:

Date:

Sign & Seal of The Contractor:

Place:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Section F

Scope of technical work

1. Duty hour

The working hour shall be eight-hour duration each shift in three shifts in a day i.e., **Morning (6:00 am -02:00 pm, Evening (2:00 pm – 10:00 pm) & Night (10:00 pm – 06:00 am)** throughout 365 days and 24 hours with activated mobile phone facility shall be available with the contractor and its engaged manpower. A break of half hour included in the eight-hour shift will be available to the engaged labor.

2. Manpower

- (a) Three Workman-HT (Highly Skilled Labour-on daily basis) - Having valid certificate of 11 KV (HT) Workman license (issued by any State Govt. Licensing authority) with minimum three years of relevant work experience after qualification.
- (b) Six Wireman-MV (Skilled Labour- on daily basis) - should have wireman license (issued by any State Government Licensing Authority) with minimum one-year relevant work experience.
- (c) In terms of Minimum Wages Rules 1950, 1 rest day has to be provided to each workman for working of 6 days. Therefore, the contractor shall arrange alternative workman for such rest days i.e. One or more Workman-HT and One or more Wireman-MV as per requirement.
- (d) If the workman-HT / Wireman-MV is absent, the contractor shall ensure to arrange alternative workman/wireman for such day with due intimation to the Bank's Caretaker/Engineer.

PROVIDED for the purpose of this clause, the alternative workman/ wireman must also be treated as permanent workman/wireman and all facilities available to permanent workman/wireman must also be provided to the temporary workman/ wireman including EPF/ ESIC.

3. Scope of work

The aim of the contract is to ensure healthy power supply distribution to the Main Office Building and the premises and to ensure all the safety regulations as per the authorities. The following will be the scope of work which shall be attended under the instruction & supervision of Bank's technical staff:

(A) Operation and Monitoring of Electrical HT (11 KV) & LT (440V) Substation

- Daily operation and monitoring of the HT 11 KV & LT 11 KV/ 440 V Substation for 24 hours by employing round the clock manpower to look after the daily routine work on all days, assisting to set right the major break-down, if any.
- Routine daily visual inspection of the safety relays.
- General Cleaning of the HT Switch gears and LT Switch gears and room.
- Maintenance & Cleaning of the HT-11 KV Sub-station. (Proper greasing of panel doors, hinges etc. - once in a month.)
- Monitoring of the capacitor bank panel.
- Monitoring of the Meter readings of the sub-station as well as DG sets and any abnormalities shall bring to the notice of Bank's Engineer.
- Attending to any type of emergency electrical work in Main Office Premises beyond office hour / holidays, as and when required, without any additional cost.
- Any other work related to the electrical systems and stabilizer system, installation and fittings of a minor nature in the Main Office Premises including the UPS (as advised by Technical team of the Bank).
- Maintenance of the daily roster chart of the persons employed by the contractor and submitting to the Estate Department as and when required and at the time of submission of bill.

(B) Day to day Operation of DG sets / Engine 125 KVA and 400 KVA with AMF/LT panel room near DG set

i) DG sets

- The contractor shall carry out operation work such as switching ON/ OFF the DG Sets, checking the operation of the DG Sets and attending to the problems. In case the rectification of the fault in the DG Sets is beyond the reach of the party, the party may inform to the respective AMC agency. The party may provide proper assistance to the AMC Agency during their visits.
- Check coolant level in radiator, if necessary, top up with relevant coolant water.
- Check oil level in oil pump, top up to max. Level in dip stick, if required.
- Check fuel level in fuel tank; ensure minimum level in a tank.
- Check Belt tension and for cracks.
- Check hoses for leakages.
- Clean breather for every six months if not covered by DG set OEM.
- Check Anti vibration mounts.
- Check smoke, vibration and sound level.
- Clean / check the battery leads on regular basis.
- Check for loose connections of terminals/lugs of starter motor.
- Check the end connections of electrical outgoing Lines.

- Maintaining a logbook for above said jobs and take counter sign from Engineer and Estate In-Charge.
- Cleaning of all the D.G. and alternator once in a month.
- Monitoring the DIESEL level in the DG set and inform before sufficient time for diesel requirement.

ii) Alternator

- Check the mountings of CTs for its position; ensure that does not make contact with body.
- Check for loose connections for all Power/Neutral cables connections.
- Check for the alternator fuses.

iii) Control Panel and LT panel located in DG set room and substation room

- Check for loose connections of cables.
- Switch off/on the panels & open all the doors of the panels for cleaning by air blower; check for loose connections, once in a month. After cleaning the same, panels should be properly closed and switched on.

iv) Circuit Breaker (CB) - HT and LT

- Visual inspection and condition monitoring, check on the outgoing and incoming phase, neutral connections of CB.
- Check mountings of Circuit Breaker and tightness of Power Cables.

v) Battery Charger

- Check loose connection of end leads and fuses.
- Check battery charger for its functions.
- Clean the terminal connectors and apply the jelly once in a week.
- Check the level of distilled water in all batteries by gravity tester and top up the level if required and as directed by Engineer-In-Charge.

vi) General

- Ensure all covers are fitted, make a walk around inspection and then start the Genset.
- Check all parameters and load on the Genset, fill the Load Test Report.
- Apprise the Bank's engineer regarding operation and daily check-ups of Genset.
- Watering of all Earth stations provided in RBI premises on monthly basis or weekly basis as per requirement and earth value to maintain its earth value for DG set and substation.
- Periodical Preventive maintenance of Electrical installations, Earth pits watering, checking, maintenance etc.
- SOP (Standard Operating Procedure) activities for power breakdown, UPS supply etc. as per guidelines of the Bank and any amendments / circulars in future and as directed by Engineer-In charge.
- To attend any electrical related activity in case of emergencies and as directed by Engineer

in-charge.

(C) Repair of Lights/Fans in Office buildings including Pathway Lights, Flood Lights / attending any emergency electrical works or complaints etc. on office holiday / after office hours / on need basis

- . Repair and replacement the wall/ceiling mounted fittings, tube light fixtures, emergency light with inverter and fans, Cables /wiring / attending any emergency electrical works or complaints etc. in Main Office Premises as and when required during office holidays (especially in case of emergency beyond office hour).
- . Operation of illumination systems, signage boards, water fountains and respective lighting systems etc. as per requirement.

(D) General Operation of UPS systems (2-sets of 2X120 KVA UPS & its battery Bank)

- The party shall carry out operation work such as switching ON/ OFF the UPS as per requirement, checking the operation of UPS & attending to the problem such as tripping of the UPS etc. In case the rectification of fault in the UPS beyond the reach of the party, may inform the respective AMC agency. The party may provide proper assistance to the UPS AMC Agency during their visits.
- The party has to clean the UPS & Batteries & its surrounding area by air blower periodically.
- Regular visual health checks up of battery bank, UPS room including temperature monitoring.

(E) Liaisoning with the supply authorities, Electrical Inspectorate and other Govt. Authorities

. To apply for the annual electrical inspection of the substation and DG sets and other electrical installations in the Main office premises. The work includes all the liaisoning work and liaisoning charges with the respective government authorities. The fees / inspection charges / demand notes raised by government authorities shall only be borne by RBI as per the challans / demand notes raised by the govt. authorities. It should be ensured by the AMC contractor to apply for the inspection well in advance so that, before expiry of the validity of the current certificate, all the procedures should be complied with for issuance of final certificate by the authorities.

. To liaison with the supply authorities for annual inspection, checking and maintenance of the electrical installations of the Discoms.

. To liaison with any other government, authorities for proper functioning of the substation and other associated electrical installations in the premises.

. In addition to the Electrical Inspectorate's inspection, if required, Contractor should carry out the periodical inspection of the electrical installations of the premises by a competent Electrical Safety Officer as per CEA regulations on mutually agreed rates.

(F) Periodical Preventive Maintenance and overhauling of Electrical apparatus

. Periodical preventive maintenance activities of the electrical apparatus should be carried out as per norms.

. Annual Preventive Maintenance and Overhauling of Major Electrical apparatus such as Transformers Oil filtrations including BDV reports, servicing of HT breakers & LT breakers, relay testing & relay calibrations as per requirement etc. to be carried out annually as per directions of Engineer-Incharge through competent/authorised service providers / dealers. Quotations for the annual PM & Overhauling activities should be submitted well in advance and to be carried out on mutually agreed rates or Bank may issue separate work orders to the competent service providers, however the Electrical Contractor of this AMC work should oversee all these annual maintenance activities and submit relevant reports duly checked and certified.

4. Other Duties and Responsibilities

a) Contractor:

- Compulsory presence of contractor on the days of important meetings, functions at RBI as & when informed by the Estate Department.
- Providing all essential tools to his / her staff for day-to-day maintenance & emergency.
- Providing of all safety equipment, material to his / her staff. Providing uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch etc. to his all staff and ensure that, all the staff should have mobile phone with active connection.
- Provide necessary training to his staff on quality, safety & technology.
- If any staff is on leave/absent the contractor shall provide / depute alternate staff.
- The Contractor has to arrange repairs, maintenance, fittings of fixtures etc. for the installations in the campus of all heights & depths in case of any emergency by claiming necessary service charges.
- The contractor has to depute his / her Electrical Supervisor periodically (at least once in a quarter) and submit the certificates complying with all the works by it's team and safety aspects if any and contractor shall submit the report accordingly.

b) Workman-HT:

In addition to the above scope of work,

- He will visit the problem area, plan action & execute under instructions from Engineers.
- He should assist the Engineer in work.
- He should take all readings like, DG, Transformer etc.as advised by Bank's engineer.
- Make Entries in the register.
- He should attend the complaints.

c) Wireman-MV:

In addition to the above scope of work,

- He will visit and assist Workman-HT, in addition to the problem area, plan action & execute under instructions from Engineer.
- He should attend the complaints.

d) *General duties for Workman-HT & Wireman-MV:*

- At least one person should compulsorily present in the DG set/ Sub-Station Room all the time.
- Duty timings should be followed strictly. No staff should leave his duty unless his reliever reports to duty. No staff shall leave office between duty hours without permission of Estate Department.

5. Other Terms and Conditions

- a. The Successful bidder should be registered with any state Govt. and possess HT Contractor License issued by the Competent Licensing Authority during the tenure of the contract OR valid electrical contractor license issued by the competent Authority of any state licensing board.
- b. The Contractor is responsible to provide qualified and well experienced personnel, who can independently handle, operate, and maintain electrical installations as per the requirement of the tender. The workforce to be deployed will be screened for technical capability by RBI to ensure the deployment of suitable candidates by the Contractor.
- c. The following cost should be borne by the successful bidder:
 - Providing all essential tools to his staff for day-to-day maintenance & emergency.
 - Providing of all safety equipment & material to his staff.
 - Provide necessary training to his staff on quality, safety & technology.
 - Supplying additional manpower as required by the employer depending upon site requirement for execution of the work mentioned in the scope of this tender, without any additional cost.

Note: 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 employer be considered in part of scope of work.

- d. 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 the same. The Firm has to depute sufficient Staff / Technicians on Sunday / Bank holidays also.
- e. The successful bidder within 15 days from the award of contract or commencement of the contract whichever is earlier, under intimation to RBI should provide all tools and equipment required for effective maintenance such as Multi meter, Megger, Ammeter, Galvanometer and Earth tester, all required tools/equipment & safety items to the workmen at his own cost. Tools like, Drill machine, bits, Air blower, crimping tool and all other tools, screwdriver, spanner, cutting pliers set, hammer, pipe range, spanner set, hack-saw or any other tools required for daily maintenance/repair job should be available at site till completion of the contract period. All the Meters & testing equipment, which are used at site, should be periodically calibrated from Authorized Test Laboratory.

- f. It will be responsibility of the contractor to lodge complaints and liaison with concerned Electricity Distribution Authority (**TATA Power Central Odisha Distribution Ltd (TPCODL)**) for rectification / restoration of the system and fix scheduled Preventive maintenance of the electrical systems.
- g. The Technician's license & contractor's license copy and their contact Telephone Nos. and Cell Nos. of both (Technician/s & contractor) shall be submitted to the Bank.
- h. The Technicians/contractor should attend to the breakdown call immediately even after his stipulated time is over. Major complaints shall be attended immediately, at no extra cost.
- i. The contractor should visit the office and meeting may be held with the concerned authority at least once in a week or as per requirement to sort out the problems faced by the contractor/staff.

6. Safety Code

- a) First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- b) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- c) The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 meters from Ground level.
- d) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30cm. When the ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- e) Workers employed on mixing and handling material such as asphalts, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
- f) The ropes used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
- g) All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- h) All protective equipment such as safety shoes, hand gloves, etc. must be provided by the contractor to the workmen to prevent occupational hazard.
- i) None of the fire extinguishers shall be removed/shifted from its designated location.
- j) Power supply shall be switched off from the mains when equipment is not in use.
- k) 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.

ELECTRICAL SAFETY

1. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
2. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
3. Electrical power cables / wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
4. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed.
6. Fire buckets filled clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.
7. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
8. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
9. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
10. Power supply shall be switched off from the Mains when equipment is not in use.
11. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
12. The work site shall be properly illuminated during the work.
13. All the electrical works should be carried out by licensed / authorized electricians / wiremen.
14. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
15. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
16. Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment's 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's 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. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. 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.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

I / We hereby declare that I / We have read and understood the above instructions / scope of work for the guidance of the tender. I / we hereby agree to abide and fulfill the above terms & conditions/instructions.

Signature of the Contractor with seal

Date



**Reserve Bank of India
Estate Department**

Section G

Bid Evaluation criteria

1. Techno- Commercial Bid (Part- I) Evaluation:

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder on MSTC.
- b. Bank may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders.
- c. Failure on the part of the bidder to provide such clarification/ information/ document within the stipulated time, may entail cancellation of the bid of such bidder.
- d. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered.
- e. The Client's request for clarification and the response shall be in writing through post or email.

2. Price Bid (Part- II) Evaluation:

- a. The evaluation of the price bid will be considered of only those bidders who meet the eligibility criteria as mentioned in the tender document and provide documentary proof on MSTC in respect of the same.
- b. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Bank may, at its discretion, ask any bidder for a clarification of its bid.
- c. The clarification so called, should be given with detailed price analysis.
- d. On scrutiny of the clarification so submitted, if the rates quoted by the tenderer are found not workable/ feasible, the Bank reserves its right to summarily reject such tender.
- e. Failure on the part of the bidder to provide such clarification within the stipulated time, may entail cancellation of the bid of such bidder.
- f. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered.
- g. The Client's request for clarification and the response shall be in writing through post or email.
- h. Price Bids shall be evaluated based on the rates quoted in Part- II of the tender document.
- i. No deviation will be allowed on the fixed rates already mentioned by the Bank in the tender. Tenders having quoted rates below the prescribed minimum wages rates shall be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.

- j. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- k. In case two or more tenderers become the lowest, for the purpose of selection of successful bidder, the tenderers becoming lowest bidders will be evaluated based on following criteria:

Criteria 1- Past Experience (in field of providing services of the similar work)

(Evaluation will be done based on the oldest work order / agreement pertaining to providing services of Housekeeping/ Cleaning and Sweeping submitted by the bidder along with Part-I of the tender)

5-10 years :10 Marks
10-15 years :15 Marks
15-20 years: 20 Marks
> 20 years: 25 Marks

Criteria 2- Average Turnover of Previous Three Financial Years

(Evaluation will be done based on Turnover certificates, ITRs, Profit & Loss and Balance statement for the last 3 financial year duly certified by a Chartered Accountant submitted by the bidder along with Part- I of the tender)

50 lakhs-1 crore 10 Marks
>1 Crores - 2 Crores 15 Marks
>2 Crores – 5 Crores 20 Marks
> 5 Crores :25 Marks

Criteria 3- Amount of Manpower

(Bidders will be required to provide this information along with latest EPF/ ESIC statement in support of their claim whenever asked for)

10- 20 10 Marks
21- 50 15 Marks
51- 100: 20 Marks
> 100 25 Marks

Criteria 4- Number of Similar works in hand (Bidders will be required to provide this information along with work order/ agreement, TDS certificates and Bank statement showing receipt of payment against the claimed work, whenever asked for)

1-3 10 Marks
4-5 15 Marks
5-10 20 Marks
> 10 25 Marks

Upon evaluation of the lowest bidders based on the above criteria, the bidder with the highest marks will be declared successful in the tender process. However, Bank's decision in this regard will be final and it shall not be open to arbitration.

- l. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself, the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

- m. The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part – I (Technical Bid), 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 or change the quoted rates
- n. In case the Tenderer withdraws the bid after opening of the price bid, the EMD furnished by the Tenderer shall be forfeited by the Bank.

I/We hereby declare that I/we have read and understood the Bid Evaluation Criteria and have read and understood all the above conditions and the same shall remain binding upon me/us.

**Place
Date**

Signature of tenderer with seal



Reserve Bank of India
Estate Department
Bhubaneswar

Annexure I

करार की शर्तें / Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, भुवनेश्वर जिसका केंद्रीय कार्यालय मुंबई 400001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरी ओर से _____, जिसका पंजीकृत कार्यालय _____ में है (जिसे इसके बाद "ठेकेदार" कहा गया है) के बीच के _____ को किया गया। जबकि बैंक _____ का कार्य बैंक के _____ पर करवाने के लिए इच्छुक है तथा किए जाने वाले कार्य का वर्णन करने वाले विनिर्देशनों को भारतीय रिज़र्व बैंक द्वारा तैयार किया है। और क्योंकि ठेकेदार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों) जिन्हें इसके बाद सामूहिक रूप से "तथाकथित शर्तें" कहा जाएगा (के अनुसार काम को उक्त ड्राइंग और/या उक्त विनिर्देशन में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, पर उसमें निर्धारित संबंधित दर पर गणना की गई कुल राशि _____ पर या ऐसी अन्य देय राशि पर) इसके बाद इसे" तथाकथित ठेका राशि "कहा जाएगा (जो कि _____ से _____ तक की अवधि के लिए लागू तथा कोटेशन/कार्य आदेश में दिए गए अनुसार कार्य करने के लिए सहमत है।

ARTICLES OF AGREEMENT made on the _____ between the RESERVE BANK OF INDIA, BHUBANESWAR having its Central Office at Mumbai - 400 001. (Hereinafter called "the Employer") of the one part and _____ a Company/Firm having its Registered Office at _____ (hereinafter called the "Contractor") of the other part. WHEREAS the Employer is desirous of awarding the work of Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment at Bank's Main Office Premises as per specifications describing the work to be done as mentioned in the terms and conditions of the tender document. AND WHEREAS the Contractor has agreed to execute upon subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting to the sum of _____ as applicable for the period from _____ to _____ at the rate quoted in the quotation / work order / as therein arrived at or such other sum as shall become payable there under.

एतद् द्वारा अब निम्नानुसार सहमति हुई है/ NOW IT IS HEREBY AGREED AS FOLLOWS- :

1. ठेकेदार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित ठेका राशि के भुगतान करने के मद्देनज़र, तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

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 and described in the said conditions.

2. बैंक , ठेकेदार को कथित ठेका राशि अथवा समय- समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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.

3. उपरोक्त वर्णित शर्तों में भारतीय रिजर्व बैंक, भुवनेश्वर के संपदा विभाग के सहायक महाप्रबंधक/ प्रबंधक नियोक्ता की ओर से कार्य करेंगे।

In the said conditions herein before mentioned, Assistant General Manager/ Manager of the Estate Department, Reserve Bank of India, Bhubaneswar shall act on behalf of the Employer.

4. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

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 as mentioned in the said conditions.

5. इसमें उल्लिखित प्लान , करार एवं दस्तावेज इस ठेके के आधारभूत घटक होंगे।

The Agreement and the Documents mentioned herein shall form the basis of this Contract.

6. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की मात्रा और काम की प्रकृति बदलने , कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।

The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7. इस ठेके के अंतर्गत बैंक द्वारा सभी भुगतान केवल भुवनेश्वर में किए जाएंगे।

All Payments by the Employer under this contract will be made only at Bhubaneswar.

8. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद भुवनेश्वर में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार भुवनेश्वर में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have jurisdiction to determine the same.

9. इस संविदा के अलग-अलग भागों को ठेकेदार ने पढ़ लिया है और पूरी तरह से समझ लिया है।

That all the parts of this contract have been read by the Contractor and fully understood by the Contractor.

10. बैंक नियमों के अनुसार भविष्य में नवीनीकरण किया जाएगा।

Future renewals of this contract will be subject to the satisfactory services rendered by the Contractor and on mutual agreed condition by both the parties.

11. कार्य आदेश पत्र _____ दिनांक _____ समझौते के हिस्से के रूप में होगा।
The work order letter no. _____ dated _____ will form part of the agreement.

12. ठेकेदार द्वारा टेंडर/ संविदा दर में एएमसी से संबंधित सभी नियम और शर्तों को माना जाएगा।

All terms and conditions pertaining to AMC in the tender/ quotation will also be honored by the Contractor.

13. भुगतान की शर्तें/ Payment Terms

बैंक के इंजीनियर और अवधायक द्वारा संतोषजनक से हस्ताक्षरित सेवा रिपोर्ट जमा करने बिल का भुगतान मासिक आधार पर किया जाएगा। आपको आपको सलाह दी जाती है कि आप अगले महीने की 07 तारीख तक कामगारों को मजदूरी का भुगतान कर दें और यह सुनिश्चित करें कि सभी आवश्यक दस्तावेजों के साथ मासिक एएमसी बिल अगले महीने की 10 तारीख तक जमा कर दिए जाएं। **यह भी सूचित किया जाता है कि बिल, सभी आवश्यक सहायक दस्तावेजों के साथ, कार्य अवधि के पूरा होने की तारीख से 90 दिनों के भीतर (अधिकतम) प्रस्तुत किया जाना चाहिए, ऐसा न करने पर बैंक की कोई देनदारी नहीं होगी और राशि जब्त की जा सकती है।** श्रमिकों को भुगतान केवल बैंक खाते के माध्यम से किया जाएगा अर्थात्, आप श्रमिकों के वेतन को उनके संबंधित बैंक खातों में जमा करेंगे और हर महीने इस कार्यालय में काम करने वालों का बैंक विवरण/ अद्यतन बैंक पासबुक जमा करेंगे। आपको सलाह दी जाती है कि न्यूनतम मजदूरी अधिनियम, 1948 के अनुसार कामगारों को मजदूरी का भुगतान सुनिश्चित करें और लागू अधिनियमों के अनुसार समय पर ईपीएफ/ ईएसआईसी जमा करें।

Payment shall be made on monthly basis on submission of bills and satisfactory service report by the Bank's Engineer and Caretaker. You are advised to make payment of wages to the workmen by 07th of the following month and ensure that the monthly AMC bills are submitted by 10th of the following month along with all necessary documents. **It is also informed that bills, along with all the necessary supportive documents, must be submitted within 90 days (at max) from the date of completion of the work period, failing which there will not be any liability on the Bank and the amount may be forfeited.** Payment to the workers shall be done through bank account only i.e., you shall credit the wages of the workers to their respective bank accounts and submit the Bank statement/ updated bank passbooks of the workmen to this office every month. You are advised to ensure the payment of wages to the workmen as per Minimum Wages Act, 1948 and timely submission of EPF/ESIC as per the applicable Acts.

14. **गैर-प्रकटीकरण खण्ड :** ठेकेदार को प्रत्यक्ष या परोक्ष रूप से सिलसिले में अपने ठेके दायित्वों के निर्वहन के दौरान ठेकेदार को यदि कोई जानकारी, सामग्री और बैंक के बुनियादी ढांचे / सिस्टम / उपकरण के संबंध में विवरण प्राप्त होता हो तो उसका किसी अन्य पक्ष के पास खुलासा नहीं करेगा और इस समझौते के अनुसार वह उसे कड़ी गोपनीयता में ही रखेगा। ठेके के अंतर्गत जब तक आवश्यक हो इसका वहन करने के लिए आवश्यक हो या लागू नियमों का अनुपालन करना हो, ठेकेदार ठेके के विवरण को निजी और गोपनीय ही रखेगा। ठेकेदार नियोक्ता के पिछले लिखित अनुमति के बिना कहीं और किसी भी व्यापार या तकनीकी पेपर में या अन्य में किसी भी ब्यौरे को प्रकाशित नहीं करेगा, प्रकाशित करने के लिए अनुमति नहीं देगा, या खुलासा नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी का खुलासा करने के परिणाम स्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए उसकी क्षतिपूर्ति करेगा। इसके अनुपालन में विफल होने पर ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपायों को आगे बढ़ाने का हकदार होगा। ठेकेदार इस समझौते के तहत गोपनीय सूचना के गैर प्रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट हैं कि यह सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई की जाएगी। इस समझौते के तहत गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार अपने कर्मचारियों के संबंध में आवश्यक कार्रवाई करेगा। गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार द्वारा दायित्वों का वहन चाहे वह किसी भी कारण के लिए हो इस समझौते की समाप्ति या समाप्ति से बचा जाना इस पर निर्भर रहेगा।

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.

15. यौन उत्पीड़न / Sexual Harassment

“कार्य स्थान पर महिलाओं के यौन उत्पीड़न के लिए निवारण, रोक और निपटान अधिनियम (2013) प्रावधानों के अनुसार एजेंसी पूरी तरह से अनुपालन हेतु पूर्णतः जिम्मेदार रहेगी। बैंक परिसर में यदि एजेंसी के किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत प्राप्त होती है तो एजेंसी द्वारा स्थापित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी तथा शिकायत के संबंध में एजेंसी उक्त अधिनियम के तहत योग्य कार्रवाई करना सुनिश्चित करेगी। बैंक की किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न के किसी भी शिकायत को बैंक द्वारा गठित क्षेत्रीय शिकायत समिति बैंक द्वारा संज्ञान में लिया जाएगा। यदि घटना के मामले में ठेकेदार के कर्मचारी शामिल है तो ठेकेदार किसी भी मौद्रिक मुआवजे के भुगतान के लिए जिम्मेदार होगा। उदाहरण के लिए यदि ठेकेदार के कर्मचारी द्वारा यौन अत्याचार साबित होता है तो बैंक के कर्मचारी को मौद्रिक राहत मिलेगी। ठेकेदार कार्यस्थल और संबंधित मुद्दों पर यौन उत्पीड़न की रोकथाम के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।

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.

16. शासी भाषा/ Governing Language

यह करार अंग्रेजी और हिंदी दोनों भाषाओं में निष्पादित किया गया है। अगर इस करार का हिंदी अनुवाद अंग्रेजी रूपांतरण के साथ विरोधाभासी हो या उसमें अधिक शर्तें दी गई हो अथवा वह अंग्रेजी रूपांतरण से भिन्न हो तो, अंग्रेजी रूपांतरण अभिभावी माना जाएगा। बैंक और ठेकेदार ने इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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.

SIGNED AND DELIVERED BY

Reserve Bank of India by the hand of

Shri _____

(Name & Designation)

in the presence of

i) _____

Address _____

SIGNED AND DELIVERED BY

the Contractor by the hand of

Shri _____

in the presence of:

i) _____

Address _____



Reserve Bank of India
Estate Department
Bhubaneswar

Annexure II

Draft of Bank Guarantee for Earnest Money Deposit (To be stamped as Security Bond)

In consideration of Reserve Bank of India, Bhubaneswar (hereinafter called “the Reserve Bank”) having agreed to exempt M/s (Hereinafter called “the said bidder”) from the demand under the terms and conditions of the tender for “Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank’s Main Office Premises” (Hereinafter called “the said tender”) of Earnest money for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of a Bank Guarantee for ₹____,____,____/- (₹ _____Only). We (hereinafter referred to as “the Bank”) do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank of India to the extent of ₹____,____,____/- (₹ _____Only) against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said bidder of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of ₹____,____,____/- _____Only) within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India notwithstanding any dispute that may exist or arise between the Reserve Bank of India and the bidder or any other person.

We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank certifies that the terms and conditions of the said tender have been fully and properly carried out by the said bidder and accordingly discharges the

guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of _____ or till such extended period required for completion of the entire work at the request of the bidder and/or the Reserve Bank of India.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs. _____. Our guarantee shall remain in force until 6 months or such extended date, which may be granted by us at the request of the bidder, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filed against us within _____ thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

Name and Address of The Contractor: Signature & Seal of The Contractor:

Date:

Place:



Reserve Bank of India
Estate Department
Bhubaneswar

Annexure III
Key Personnel Proposed

(To Be Filled by The Bidder and Submitted along with Part - I)

| Sl. No. | Type of Labour / Workmen | Proposed Staff as per the tender on daily basis | No. of Staff deployed by the tenderer | Details submitted in Annexure (Yes/No) |
|---------|--------------------------------------|---|---------------------------------------|--|
| 1. | Workman (HT) – Highly Skilled Labour | 03 | | |
| 2. | Wireman (MV) - Skilled Labour | 06 | | |
| 3. | Others (please Specify relievers) | | | |

Note:

- 1) In case of Sr. No. 1: Workman-HT (Highly Skilled Labour) - Having valid certificate of 11 KV (HT) workman license (issued by any State Govt. Licensing authority) with minimum three years of relevant work experience after qualification.
- 2) In case of Sr. No. 2: Wireman-MV (Skilled Labour) - Should have wireman (MV) license (issued by any State Government Licensing Authority) with minimum one-year relevant work experience.

Name and Address of the Contractor:

Sign & Seal of the Contractor:

Date:



Reserve Bank of India
Estate Department

Annexure IV

Curriculum Vitae Of Key Staff Proposed

(To be filled by the bidder and submitted along with Part - I)

| | | |
|--|---------------|---------------------|
| Name of the Staff | | |
| Designation | | |
| Name of the firm presently employed | | |
| Years with the firm | | |
| Proposed position (describe degree of responsibility also) | | |
| Details of task assigned | | |
| Man- Months budgeted for the task assigned | | |
| Key Qualifications (Technical and General) | | |
| Education | | |
| Membership in professional bodies | | |
| Experience and Training (Relevant in the context of task assigned) | | |
| Employment Record | | |
| Name of the Firm | Position Held | Years of Employment |
| | | |

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:



Reserve Bank of India
Estate Department
Bhubaneswar

Annexure V

Basic Information

(Please submit along with documentary evidence)

| Sr. No. | Particulars of the Company/ Firm | |
|---------|--|--|
| 1 | Name and full address of the firm | |
| 2 | Registered Office with full address, Telephone No., Fax Nos., E-mail address, website URL | |
| 3 | Type of Company whether, Proprietorship, partnership etc. | |
| 4 | Name and address of the Proprietor/ Partners/Directors of the company | |
| 5 | Registration (Firm, company etc.)/Registration Authority, Date, Number etc. | |
| 6 | Income Tax Registration number (PAN) | |
| 7 | GST Registration | |
| 8 | Provident Fund Registration Number | |
| 9 | ESIC Registration Number | |
| 10 | Whether tenderer holding a License under Section 12 (1) of Contract Labour(R&A) Act 1970 read with section 21 of Contract Labour Act/ Rule 1971. If so, furnish the details of license no. etc. and enclose a copy | |
| 11 | Name and addresses and designation of the person who will represent the agency while dealing with the Bank (attach letter of authority) | |
| 12 | Experience in undertaking similar services to other organizations | |
| 13 | Total value of the services provided to the other organization for the last 3 years | |
| 14 | Whether financially sound to undertake services (furnish audited balance sheet for last 3 years i.e., 2023-24, 2022-21 and 2021-20) | |
| 15 | Indicate if involved in any litigation | |

| | | |
|----|--|--|
| 16 | Any civil suits pending in any of the orders executed, give details | |
|----|--|--|

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure VI

Details of our Banker/s are:

| | |
|---|--|
| Name of the Banker | |
| Name of the Branch and its complete Postal Address | |
| Name and Job –title of the Contact Person along with his/her Telephone No. (s). and Fax No(s). etc. | |
| Type of Account and Account No. | |
| Whether Credit facility/ Overdraft facility enjoyed by the contractor. | |
| The period from which the contractor has been banking with the Banker | |
| Any other information which the contractor may like to furnish about its Bankers | |

(On Agency/ Vendor letter Head)

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure VII

Form of Bankers Certificate from a Scheduled Bank

(To be submitted by the contractor along with the Tender)

This is to certify that to the best of our knowledge and information M/S/Shri/ Ms_____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement of minimum value of ₹42,50,000/. This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

Note:

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



Reserve Bank of India
Estate Department
Bhubaneswar

Annexure VIII

**CLIENT's CERTIFICATE - PERFORMANCE OF CONTRACTOR
(On Client's Letter Head)**

The Regional Director,
Reserve Bank of India
Bhubaneswar

Dear Sir,

Client's Certificate Regarding Performance of M/s _____

| | | |
|----|--|--|
| 1 | Name of work with brief particulars | |
| 2 | Agreement No.& date | |
| 3 | Agreement amount | |
| 4 | Date of commencement of work | |
| 5 | Stipulated date of completion | |
| 6 | Actual date of completion | |
| 7 | Details of compensation levied for delay (indicate amount) if any | |
| 8 | Gross amount of the work completed and paid | |
| 9 | Name & address of the authority under whom works executed | |
| 10 | Whether the contractor employed qualified Engineer/overseer during execution of work | |

| | | |
|----|---|---|
| | | |
| 11 | i) Quality of work (indicate grading) | Outstanding/Very Good/Good/Satisfactory/Poor |
| | ii) Amount of work paid on reduced rates, if any | |
| 12 | i) Did the contractor go for arbitration? | |
| | ii) If Yes, total amount claim | |
| | iii) Total amount awarded | |
| 13 | 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 adequate T & P | Outstanding/Very Good/Good/Satisfactory/Poor |
| | d) Mobilization of Manpower | Outstanding/Very Good/Good/Satisfactory/Poor |
| | e) General behaviour | Outstanding/Very Good/Good/Satisfactory/Poor |

Note: All columns should be filled in properly.

Signature of the Reporting Officer* with office seal

Name: -

Designation: -

Contact No: -

*Officer of the rank of Executive Engineer or equivalent.



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure IX

Undertaking regarding declaration of debarment by public institutions

Name of Work:

1. I/We.....(Name of the bidder) declares that
 - a) I/we or any of our allied firm* is/are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on.....(last date of submission of bid).
 - b) I/We or any of our allied firm* have not made any transgression in respect of the code of Integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on.....(last date of submission of bid).
 - c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred/ suspended/ blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We.....(Name of the bidder) declare that I/we or our allied firm*.....(Name of the allied firm(s) is/ are debarred / suspended / blacklisted by..... (Name and address of public institution in India or any other country) and the same effective upto.....(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as "allied firm if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure X

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labour Rules/ regulations

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

To

The Regional Director

RBI, Bhubaneswar

Dear Sir

NAME OF WORK:

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our subcontractors.

Yours faithfully,

For _____ Authorized signatory

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place



Reserve Bank of India
Estate Department
Bhubaneswar

Annexure XI

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non-Judicial Stamp Paper of appropriate value)
(To be uploaded with the tender)

Know all men by these presents, We.....(Name of the Bidder and address

of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

.....

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “

including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection

with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped, and notarized Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(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



**Reserve Bank of India
Estate Department
Bhubaneswar
Annexure – XII**

List works

i. List of similar works executed before December 2019 for minimum five-year experience.

| Sr. No. | Name of the work alongwith Work order no & date | Name and address of the owner | Nature & specification of the work | The name and full address of the officer under whom the work was carried out | Amount | Whether work completed in time | Remarks |
|---------|---|-------------------------------|------------------------------------|--|--------|--------------------------------|---------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

ii. Pro forma for Details of Similar Works executed each costing ₹17,00,000/- or more, during the last Five years (including works on hand at present)

| Sr. No. | Name and address of the firm | Nature of similar work | Value of the work | Whether works completed in time or not (give date of start & and date of completion) | Completion period as per work order | Fax /phone number &contact person of the firm |
|---------|------------------------------|------------------------|-------------------|--|-------------------------------------|---|
| | | | | | | |

Place :

Signature of the Tenderer:

Date:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure XIII

Schedule of Techno-Commercial Deviations

We confirm that all techno-commercial terms and conditions and specifications of the Bank except for deviations listed below:

| Sr. No. | Section No. | Clause No. | Deviation proposed |
|--------------------|------------------------|-----------------------|-------------------------------|
| 1 | 2 | 3 | 4 |
| | | | |
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Seal & Signature of Tenderer.
Name
Designation
Date



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure XIV

Techno-Commercial Conditions

| Sl. No. | Description | Terms and Conditions of the Contract | Acceptance of Bank's terms (YES/NO) |
|----------------|---|---|--|
| 1 | Validity of Tender | 90 days from the date of opening of Part I, the period which may further be extended by the Bank upon agreement with the bidder(s). | |
| 2 | EMD | EMD /- to be remitted using NEFT/DD/BG. Details to EMD shall be submitted along with the Techno commercial Bid. | |
| 3 | Terms of payment | Payment will be made on Monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc. | |
| 4 | Scope of work | As specified in the tender | |
| 5 | Penalties | As specified in the tender | |
| 6 | Performance Bank Guarantee (to be submitted by the successful tenderer) after award of the work | As specified in the tender | |



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure XV

Performance Bank Guarantee for Security Deposit.

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director

Reserve Bank of India

Bhubaneswar

Dear Sir,

e-Tender for Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") and its Regional Office at Bhubaneswar (hereinafter referred to as RO Bhubaneswar) has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas we, _____ (Name of the Bank), (hereinafter called "the Bank"), are aware that an agreement dated _____ has been executed between the Reserve Bank of India and the contractor and in terms of clause _____ of the said agreement, the contractor is required to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

AND Whereas, we, (Name of the Bank), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed the obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, an amount that may be demanded by the RBI, subject to a maximum of Rs. _____ only.

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor We further agree that the guarantee herein contained shall continue to be enforceable till this sum due to the RBI is fully paid and claims satisfied or till the RBI discharges this Guarantee.

4. We further undertake not to revoke this guarantee during its currency without the previous consent in writing of the RBI.

5. We hereby further agree that –

a) RBI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Contractor. The Bank shall not be released from its liabilities under these presents by any exercise of RBI of the liberty with reference to the matter aforesaid. Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations to the satisfaction of RBI and in the event of their failure to do so, by payment of the sum not exceeding Rs. _____ (Rupees _____ only) by us.

b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).

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

d) **This guarantee shall remain in force up to -----.**

e) The notice demanding payment can be issued by RBI on the following address of the issuing Bank.

i) Postal address

ii) Email address

iii) Facsimile

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

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

(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).



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure XVI

Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,
The Regional Director
Reserve Bank of India
Estate Department, 2nd floor,
Main Office Building,
Bhubaneswar- 751001

Name of Work: Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank's Main Office Premises

Dear Sir,

I / We (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder,

I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or iv. is from a country sharing land border with India where Government of India is engaged in developmental projects. (Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is

eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we(Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm with Rubber Stamp

Date:

Place:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Price Bid

For

**Annual Maintenance Contract for Operation, Upkeep & Maintenance of
Electrical Substation, DG Sets and other Electrical equipment in Bank's Main
Office Premises**

e-Tender no: RBI/Bhubaneswar Regional Office/Estate/30/24-25/ET/849

Name of the Tenderer: _____

Address: _____

Contractors are advised to quote their rates after the site's visit, confirming to the conditions and the detailed scope of work mentioned in the tender documents.

| Description of item |
|---|
| <p>1.Header A: Labour Component</p> <p>The cost of labor/workforce, EPF,ESI and Bonus as defined will be reimbursed on an actual basis as per the statutory rates. Hence, bidders are not required to quote.</p> <p>Wages are subject to amendments as and when promulgated from time to time by statutory Authorities. Increase of VDA by Ministry of Labor and Employment, Govt. of India wef October 01, 2024, has been incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.</p> <p>2.Header B: Non-Labour Component:</p> <p>Bidders are required to quote on MSTC portal for non-labour component i.e. overheads and profit.</p> <p>Total contract value per annum: (Header A and Header B)</p> <p>The cost of revision of minimum wages of labours two times in a year has been included in the estimated cost.of Rs 42.5Lakhs.</p> <ol style="list-style-type: none">3. All taxes, levies, and cess including labour cess as may be applicable in respect of the contract shall be payable by the contractor and Bank shall not entertain any claim whatsoever in this respect.4. Bidders quoting profit component less than or equal to zero are liable to be rejected.5. Bidders should only quote rates only on MSTC portal. Quotating rates anywhere in tender documents are liable to be rejected. |

Schedule of Quantity / Price bid

| Annual Maintenance Contract for Operation, Upkeep & Maintenance of Electrical Substation, DG Sets and other Electrical equipment in Bank’s Main Office Premises | | | | |
|---|--|--|--------------------------------|-----------------------------------|
| Header A: Labour Component | | | | |
| Sl. No | Detail | Minimum wage as per CLC, GOI wef OCT 01, 2024 | Number of staff on daily basis | Rates per annum (Daily rate *365) |
| Header a - Labour component (bidders are not required to quote for labour component) | | | | |
| i. | Workman-HT (Highly Skilled) | 954 | 03 | ₹10,44,630 |
| ii. | Wireman-MV (Skilled) | 868 | 06 | ₹19,00,920 |
| iii. | Employer Contribution of EPF, EDLI, admin charges | @ 13% (subject to maximum ceiling of 15,000/- salary per month (in this case, maximum ceiling is ₹16,20,000/-) [Note: ESI and Bonus are not applicable in this work as minimum monthly gross wages of all 09 workers crosses the wage limit of ₹21,000/- even after considering ideally 26 days per person in every month. The same | | ₹2,10,600/- |
| iv. | Employer Contribution of ESI and Bonus | At present ESI and Bonus are not applicable in this work as minimum monthly gross wages of all 09 workers crosses the wage limit of ₹21,000/- | | - |
| v. | Total labour charges excluding GST per annum | | | ₹31,56,150 |
| vi. | GST @18% of Sl no (i to iv) | | | ₹5,68,107 |
| Total of Header A: Total labour component including GST | | | | ₹37,24,257 |
| Header B - Non-Labour component (bidders are required to quote their rates only on MSTC Portal) | | | | |
| a | Annual Administrative Cost (such as cost of provision of uniform, amenities to worker and other expenses etc.), Laisioning charges towards annual electrical inspection by the Electrical inspectorate | | | |

| | | |
|---|---|--|
| | up to final report submission, other liasioning charges with other electrical supply authorities / govt. authorities towards electrical related work and inclusive of all incidental charges adding Cost for compliance to various clauses of tender along with cost of consumable materials like insulation tape, fuse wire, tools, grease removal of debris, safety equipment's, minor repairs etc. per annum excluding GST | |
| b | Profit of the Contractor (should not be less than or equal to zero) per annum excluding GST) | |
| c | GST @ 18% on SI No a to b of Header B per annum | |
| Total of Header B: Total non-labour component including GST of Header B | | |
| Total contract value per annum (Total of Header A + Total of Header B) | | |

Signature of the Contractor with seal:

Date: