



**Reserve Bank of India
Estate Department
Bhubaneswar**

TENDER FOR

Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha i.e.

- A) Main Office Premises**
- B) Officers' Quarters at Nayapalli**
- C) Staff Quarters at Baramunda**
- D) Staff Quarters at Vidyut Marg**

RBI/Bhubaneswar/Estate/314/20-21/ET/445

Name of Tenderer: -----

Address -----

PH. No. _____

Date and Time of Submission: - March 01, 2021 @ 02:00 PM

Date and Time of opening of Part I: - March 01, 2021 @ 03:00 PM



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha

INDEX

Sl. No.	Description	Page Nos.
1.	PART - I	1
2.	Index	2
3.	Notice Inviting e-Tender	3 - 5
4.	Important instructions for e-Tender	6 – 9
5.	Form of tender	10 – 11
6.	Articles of Agreement	12 – 15
7.	Section I - General Instructions for Tenderers	16 – 22
8.	Section II - Special Conditions to the Tenderers	23 – 29
9.	Section III – Scope of Technical Work	30 – 38
10.	Annex – A - Draft of Bank Guarantee for Earnest Money Deposit	39
11.	Annex – B - Key Personnel proposed	40
12.	Annex – C - Curriculum Vitae Of Key Staff Proposed	41
13.	Annex – D – Preventive Maintenance Report	42
14.	PART - II	43
15.	Schedule of Quantity / Price bid	44 - 46

**Reserve Bank of India
Estate Department
Bhubaneswar**

NOTICE INVITING e-TENDER

Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha i.e.

- A) Main Office Premises
B) Officers' Quarters at Nayapalli
C) Staff Quarters at Baramunda
D) Staff Quarters at Vidyut Marg**

1.	Tenders by e- tendering process are invited from the vendors empanelled at its Bhubaneswar Office for the "Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha". The tender will be applicable for initial period of 1-year w.e.f. April 01, 2021 to March 31, 2022. 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.	
1.(a)	Interested tenderers may like to go through the entire tender document before taking part in the tendering process. The tenderers may obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and acquaint themselves with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.	
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.	
2.(a)	Registration Certificate – Shram Suvidha portal	The tenderers are required to upload the copies of EPF/ESIC registration Certificates issued on Shram Suvidha Portal.
2.(b)	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.
3.	Interested tenderers have to upload applicable documents satisfying all the points as	

	stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.	
4.	Tender forms will be available for downloading w.e.f January 19, 2021 from 6:00 pm. A pre-bid meeting will be held on February 17, 2021 at 11:00 am in the Estate Department, RBI Bhubaneswar. Tender form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerce.com/eprochome/rbi. The applicable pre-Qualification papers should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.	
5.	Interested vendors/firms can participate in e-Tender after getting registration with www.mstcecommerce.com/eprocurement/rbi). Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through www.mstcecommerce.com/eprocurement/rbi and applicable transaction charges have to be paid by the firm.	
6.	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. The EMD of ₹ 20,000/- (for each colony) and ₹ 14,080/- (for MOP) should be submitted by each successful bidder 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.	
7.	The schedule of the tender is as follows:	
	Activity	Tentative date
i.	e -Tender no.	RBI/Bhubaneswar/Estate/314/20-21/ET/445
ii.	Mode of Tender	e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi)
iii.	Estimated Cost	₹ 10,00,000 /- (for each colony) & ₹ 7,04,000 /- (for MOP)
iv.	Date of NIT (along with complete tender) available to parties to download- Tender activation on portal- Tender 'Live' for all	January 19, 2021 @ 6:00 pm onwards

v.	Date & time for start of Off-line Pre-bid meeting	February 17, 2021 @ 11:00 am
vi.	Earnest Money Deposit	₹ 20,000/- (for each colony) and ₹ 14,080/- (for MOP) (for successful bidder only)
vii.	Tender Fees	Nil
viii.	Transaction Fee Please note that the vendors will have the access to online e-tender only after payment of transaction fees online.	Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited, as advised by M/s MSTC Ltd.
ix.	Last date of submission of EMD in the Estate Department of RBI, Bhubaneswar	10 days after issue of work order
x.	Start Bid date - Date of Starting of e-Tender for submission of online Techno- Commercial Bid and Price Bid at www.mstcecommerce.com/eprocho me/rbi	February 18, 2021 @ 02:00 pm
xi.	Close Bid date - Date of closing of online e – tender for submission of Techno- Commercial Bid & Price Bid	March 01, 2021 @ 02:00 pm
xii.	Part I Bid opening date	March 01, 2021 @ 03:00 pm
xiii.	Part II Bid opening date	Shall be informed separately to parties
8.	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.	



**Reserve Bank of India
Estate Department
Bhubaneswar**

Important instructions for E-procurement

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

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts. → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI):

Shri Shubham Arya Assistant Manager Email ID: shubhamarya@rbi.org.in Mobile: +91 70005 95824	Shri Umakanta Sahu Assistant General Manager Email ID: umakantasahu@rbi.org.in Phone no: 0674-2396463
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Contact person (MSTC Ltd): Shri T.D.M.V.S. Sai

Branch Manager, MSTC, Bhubaneswar
tsatyasai@mstcindia.co.in Contact - 9441487624

Google hangout ID- (for text chat) - mstceproc@gmail.com

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.
3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4. **Special Note towards Transaction fee:**

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

Transaction fee is non-refundable.

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

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

5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6. E-tender cannot be accessed after the due date and time mentioned in Notice Inviting Tender (NIT).
7. **Bidding in e-tender:**
 - a) Vendor(s) need to submit necessary EMD and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD.
 - b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
 - c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website:www.mstcecommerce.com → e-procurement →PSU/Govt depts → Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event
 - d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
 - e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.
 - f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
 - g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - i) The e-tender floor shall remain open from the pre-announced date & time and for as

much duration as mentioned above.

- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the Vendor for execution of AMC.
 - k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - l) RBI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
8. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9. No deviation to the technical and commercial terms & conditions are allowed.
10. RBI, Bhubaneswar has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Form of Tender

Date: / /

Place:

To,

Shri M K Mall
Regional Director
Reserve Bank of India
Estate department
Bhubaneswar

Dear Sir,

Sub: Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha

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 Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 residential colonies at Bhubaneswar, Odisha
A	Estimated cost (₹)	A. Bank's Main Office premises - ₹ 7,04,000 /- B. Officer Quarters at Nayapalli - ₹ 10,00,000 /- C. Staff Quarters at Baramunda – ₹ 10,00,000 /- D. Staff Quarters at Vidyut Marg– ₹ 10,00,000 /-
B	Earnest Money (₹)	₹ 20,000/- (for each colony) and ₹ 14,080/- (for

		MOP) (2 % of Estimated cost) (Only from successful bidder)
C	Percentage, if any, to be deducted from bill	Nil
D	Performance Bank Guarantee	Nil

- 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.
- Successful Bidder / tenderer is advised to **submit / deposit ₹ 20,000/- (for each colony) and ₹ 14,080/- (for MOP) (for successful bidder only) as Earnest Money Deposit** 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

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

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 Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bank's Main Office premises / Officers' Quarters at Nayapalli / Staff Quarters at Baramunda / Staff Quarters at Vidyut Marg 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(संपदा/तकनीकी), नियोक्ता की ओर से कार्य करेंगे।
In the said conditions herein before mentioned, the Assistant General Manager (Estate) in charge 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 जाएँगी और इस करार का हिस्सा मानी जाएँगी 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 जाएँगे।
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. **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 के 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.

14. 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 मिलेगा। 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.

15. 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 _____

Section I - General Instructions for Tenderers

Introduction

1. The e-tenders are invited from the Bank's empaneled vendors through e-tendering on MSTC portal for "**Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha**". 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 2:00 pm of March 01, 2021 under any circumstances whatsoever.
3. The Part I of the tender will be opened on March 01, 2021 @ 3:00 pm at his office by **Shri M K Mall, Regional Director**, Estate Department, Reserve Bank of India, Bhubaneswar or any other designated for this purpose by him 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- II 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 – Prices", 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 February 17, 2021 at 11:00 am at Estate Department, Main Office Building, Reserve Bank of India, Bhubaneswar. The duly filled in tender documents shall be uploaded on MSTC site till 2:00 pm on March 01, 2021. **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. The 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 Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha i.e. A) Bank's Main Office premises B) Officers' Quarters at Nayapalli C) Staff Quarters at Baramunda D) Staff Quarters at Vidyut Marg. The Part-I of the tender is applicable for all the premises, however, the Price bid (Part II) of the tender is separate for each premise.
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. (Successful bidder only).
- (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 premise-wise in the system. The bidding will be calculated for each premise separately.

There are total 3 lots / items for bidding with 2 headers each:

Lot 1	MOP	Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha	Header: a, b
Lot 2	OQNP		Header: 1, 2
Lot 3	SQBM		Header: m, n
Lot 4	SQVM		Header: y, z

Description of headers:

1st Header – Labour component will include - Fixed Cost to Vendor for statutory payment or mandatory payment to workers for minimum wages, EPFO, ESIC contribution, etc. for 12 Months i.e. 312 days for 2 Workers (1 – Skilled - Plumber and 1 – Semi Skilled – Helper to Plumber) & 365 days for 1 Worker (1 – Semi Skilled – Pump Operator) for **each colony** and 12 Months i.e. 312 days for 1 Worker (1 – Skilled - Plumber) & 365 days for 1 Worker (1 – Semi Skilled – Pump Operator) for **MOP** .

This must not include GST or any other tax.

2nd Header - Non-Labour component will include Administrative Cost, 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.

Note: GST should not be calculated over EPF/ESIC contribution.

Rates quoted should be for 12 months and inclusive of all incidental charges and **including GST**.

For the purpose of this clause, it is mentioned that the Minimum Wages (as per the latest Gol order dated October 12, 2020) of unskilled, semi-skilled and skilled workmen are ₹534/- , ₹603/- and ₹707/- per day respectively w.e.f. October 01, 2020.

13. The Financial Bid is liable to be rejected at the discretion of the Bank, if:
- any of the above rates and percentage are found to be not in compliance with the respective statutory laws.
 - the rate quoted in the 1st header is lesser than the Bank's estimation as per Minimum Wages i.e. **₹ 7,30,997/-** $((312*(603+707) +365*603) *1.1625)$ **(for each colony)** & **₹ 5,12,289/-** $((312*707+365*603) *1.1625)$ **(for MOP)**.
 - **the rate quoted in 2nd header is zero (excluding GST) or not reasonable as per the discretion of the Bank.**
14. No advice of any change in rate or conditions after the opening of the tender will be entertained.

Amendment to tender document

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 Website. 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. Successful Tenderers shall pay as Earnest Money Deposit a sum ₹ **20,000/- (for each colony) and ₹ 14,080/- (for MOP)** either by a Demand Draft issued by a Scheduled Bank in favour of Reserve Bank of India, Bhubaneswar or by a Bank Guarantee issued by a Scheduled Bank in the approved format or by NEFT before issue of the work order or as decided by the Bank.

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) Upon receipt of intimation from the Bank/Employer of the acceptance of his/their tender, the successful tenderer shall have to deposit a PBG equivalent to 5 % of the total tendered amount within ten (10) working days of the date of issue of the said intimation by the Bank, failing which the successful tenderer agrees that the EMD shall be forfeited by him to the Bank. The PBG, submitted in the prescribed format, will initially remain valid for a period of tender duration i.e. 3 years and shall be suitably extended till final completion of the work in case of extension of tender period. This PBG will be revalidated from time to time so as to ensure that it remains valid and in full force till the date of completion of the work. The PBG will be revoked / en-cashed and forfeited to the Bank if the successful tenderer fails to satisfactorily perform the contract. **(NA)**
- (b) The EMD of the successful tenderer will be retained by the Bank as Security deposit and will initially remain valid for a period of one year and shall be suitably extended till three years for the tenure of the tender. The Bank has the right to review the amount of SD each year and advise the contractor to submit the SD equivalent to renewed contract value. The

Security deposit retained by the Employer shall not bear any interest. The SD will be revoked / en-cashed and forfeited to the Bank, if the successful tenderer fails to satisfactorily perform the contract as per the terms of the tender document.

(c) In case if the Contractor so requests, the Security Deposit may be held in the form of a Bank Guarantee of an approved Scheduled Bank in the Proforma to be approved by the Employer for the tenure of the tender i.e. 3 years from the issue of 1st work order.

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 1956
- c) Employment of Children's Act 1923
- d) Minimum Wages Act
- 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:

Section II - 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 a GST invoice, after submission of following documents:
 - a) Copy of attendance register / sheet – attested by Caretaker / Asst. CT of the colony / MOP.
 - 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) Proof of Payment to workmen – NEFT mandate / Credit receipts / Account statements.
 - e) Statement of Complaints – Received / Attended / Pending.
 - f) Statement of any preventive maintenance work done ([Annexure D](#)).
 - 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 a proportionate amount equal to the daily wage of the requisite workman for the days of absenteeism 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.

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.

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 2022 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

$$AC = AP (15 + 85 \times (CPIc/CPIp)) \times 1/100$$

where, AP and AC are present price and revised price and CPIc and CPIp are Consumer Price Index for Industrial workers for all India for 6 months prior to the commencement date of contract for the current year & previous year, respectively.

Rate Revision of the contract

09. (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.

(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 work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the 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 work place 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 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:

Section III - Scope of technical work

The Scope of technical work will be broadly categorized in 2 heads:

- Operation & Preventive Maintenance of Submersible Pump-Motor Sets.
- Plumbing and Sanitation Work.

1. Operation & Preventive Maintenance of Submersible Pump-Motor Sets

a) Manpower & Duty hours

- i. One Semi-Skilled worker having working knowledge of electrical equipments up to 650 volts and minimum three years of electrical maintenance work experience has to be deputed for 365 days at MOP & each colony.
- ii. The timing for each colony will be **6 am to 10 am & 4 pm to 8 pm** and MOP will be **7 am to 11 am & 3 pm to 7 pm**.
- iii. **However, for the emergency works the staff has to continue to work till the emergency work is over at no extra cost.**
- iv. 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.
- v. If the workman is absent, the contractor shall ensure to arrange alternative labour for such day with due intimation to the colony's Caretaker.
PROVIDED for the purpose of this clause, the alternative workman must also be treated as permanent labour and all facilities available to permanent labour must also be provided to the temporary labour including EPF/ESIC.

b) Area of work

The area of work will be, but not limited to, the pump rooms of all the 3 colonies and MOP.

c) Scope

- i. The objective of this maintenance contract is to provide occupants / premises with an un-interrupted water supply by single agency throughout the year. The work covers preventive maintenance along with day to day operation of water lifting and Submersible Pump-Motor sets at designated locations.
- ii. The operating personnel (as stated above) in each site will look after daily pump operation and will attend the day-to-day following preventive maintenance along with complaints in respect to the LT panel, Main switches & Bus-Bar chamber, Starter for

pump-motor sets installed in the pump house of the work area:

- Lubricating pump & motor bearings- **Annually**
- Check pump shaft- **Annually**
- Check pump coupling- **Annually**
- Checking and proofing of gland packing, if required- **Monthly**
- Checking and tightening of connections in motor terminal box- **Monthly**
- Cleaning of pump room and equipments- **Daily**
- General inspection and cleaning of the switches and starters- **Monthly**
- Testing of protection relays and preventers for safety of equipment- **Monthly**
- Tightening of cable connection- **Monthly**
- Insulation resistance test of the cables, panels and motor- **Yearly**
- Earth resistance test- **Yearly**

Note: A Report of maintenance activities undertaken during a month shall be submitted along with the monthly bill as per the [Annexure-D](#). The report shall be certified by Caretaker of the Premise.

- iii. The services of the engaged / deputed staff can also be used by the Bank for any emergency work within the boundaries of the premise. The contractor will not claim any separate charges for such emergency work.
- iv. Work has to be carried out as per Indian Electricity Rules and Specification amended up-to-date and to the full satisfaction of the Bank.
- v. To undertake the scope, the contractor should arrange all consumables like oil, grease, cotton waste etc. on his own cost.
- vi. The contractor has to maintain log books/register for attending day-to-day complaints, pump operation and preventive maintenance of electrical installations in consultation with the Bank's Engineer and furnish the same to the Bank, whenever called upon.
- vii. In case of MOP, the Pump Operator will also help the Plumber, whenever necessary.

2. Plumbing and Sanitation Work

a) Manpower & Duty hours

- i. The timing for each colony will be **7 am to 11 noon & 4 pm to 8 pm** and MOP will be **8 am to 12 noon & 3 pm to 7 pm**. The timings may be changed as per the discretion of the Bank.
- ii. **However, for the emergency works the staff has to continue to work till the emergency work is over at no extra cost.**
- iii. One Skilled worker qualified to be plumber and having minimum three years of working experience has to be engaged for 312 days at each colony.
- iv. One Semi-Skilled worker eligible to be a helper to plumber and having minimum one year

of working experience has to be engaged for 312 days at each colony.

- v. 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.
- vi. If the workman is absent, the contractor shall ensure to arrange alternative labour for such day with due intimation to the colony's Caretaker.

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

b) Area of work: The area of work will be Bank's Quarters at SQVM, SQBM, OQNP and Bank's Main Office Premises comprising of flats with single rooms / double rooms, gymnasium, dispensary, community hall, welfare office, caretaker's office, pump room, water tank, VOF, THH flats, and any area within the boundary walls of the premises.

c) Scope

- i. Removal of chokes / blockage in soil waste line, gully / nahani traps, manholes, inspection chambers, bottle traps, sinks, wash basin, urinals, water closets and the removal of debris outside the Bank's Premises without any cost. During the removal and re-fixing of the connecting pieces, taps, stop cocks, valves or any other CI fittings such as Eye Plug etc. are required, the same shall be replaced without any extra charges.
- ii. Keeping the rain water outlets on terraces, canopies, etc. free of debris / foreign materials, etc. to ensure the quick flow of water. A preventive maintenance cleaning has to be taken on monthly basis in a year and every fortnight during rainy season.
- iii. Replacement of washers including the cost of washers for bib taps, pillar taps, stop cocks, rubber gaskets for flushing cisterns and plunger washers for low level flushing tanks. The cost of all washers will be borne by the contractor.
- iv. Repairing of flushing systems CI/PVC/any other make porcelain, Fordham including removal of siphons, balls, float valves, provision of cotter pin plunger washers, nut and bolts for siphon, 'S' hooks, for the Ball-cock etc. including removal and re-fixing of tanks with new accessories of appropriate sizes as per Bank's SARs or at reasonable rate approved by the Bank and making flushing tank in working condition.
- v. Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, boilers, coolers, elect. gadgets, whenever such elect. gadgets are required to be replaced / repaired.
- vi. Cementing of joints of various drainage lines, gaps between wash basins, sinks and that of walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floors and dados, including re-fixing the same with white cement and matching pigment. Cost of cementing material (i.e. white cement + pigments, etc.) will be borne by the contractor.
- vii. Disconnecting and reconnecting suction and delivery connection of water pumps whenever the pumps are required to be taken away for repairs / replacement. Removal of

air locks from suction lines / delivery lines as and when required.

- viii. Cleaning the vegetation / wild growth on and around any sanitation structure within the premises. The same shall be done with acid, wherever necessary. The cost of acid will be borne by the contractor.
- ix. Cleaning of sewer lines once in 6 months inside the Premises up to Municipal Manhole (including removal of debris, sludge etc. from the line/ chambers and out of the Premises).
- x. Re-fixing of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cistern, drain boards, towel rods, mirrors, glass shelves, soap holders, nahani traps, gratings and any other fixtures and fittings as existing in the properties including removal of existing fittings/fixtures without causing any damage. Grouting of new wooden gutties in cement mortar and re-fixing with new screws; removing where ever necessary.
- xi. All installations will be routinely checked, and preventive maintenance will be provided whenever necessary.
- xii. The complaints registered by the resident in the complaint book maintained with the Caretaker are to be checked daily and all complaints shall be attended promptly. After satisfactory completion the signature shall be obtained from respective resident or their representative. No complaint shall be kept pending for more than 5 working days.
- xiii. Fittings/ fixtures and other materials will be as per the Bank's SAR or at reasonable rate approved by the Bank.
- xiv. Removal of the debris due to the plumbing work.
- xv. The plumbing/sanitary installations in the vacant flat to be inspected on half yearly basis and report to be submitted.
- xvi. In addition to the afore-mentioned work, the following jobs too need to be performed by the contractor:
 - Fountain Cleaning – **Quarterly**
 - Cleaning of water logging areas (**as and when required**)
 - Cleaning of Terrace, Chajja, jali, etc.- **Half yearly**
 - Cleaning of Wall cladding – **Quarterly**
 - Maintaining water meter reading register & put up to Caretaker on weekly basis.

3. Other Terms and conditions of technical work

- i. 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 for making a tender and for entering into a contract and must examine the site, nature of work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.
- ii. The following Registers shall be maintained by the Contractor at colonies

- a. Complaints register.
 - b. Daily work done in Shift to be maintained in Register
 - c. Attendance Register
 - d. Any other log books as directed by Estate-In-charge.
- iii. The contractor has to liaison with local authorities of water supply, drainage and sewage system etc. for reporting failures in case of emergencies.
- iv. The entire work shall be carried out as per the specification as mentioned in this tender and directed by Engineer / In-Charge of the Bank.
- v. The cost of following items of work should also be included in the quoted rates:
- a. Providing of all essential tools to his staff for day to day maintenance & emergency.
 - b. Providing of all safety equipments, material to his staff.
 - c. Providing uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch, measuring instruments, tools, etc. to his all staff.
 - d. Provide necessary training to his staff on quality, safety & technology.
 - e. Provide a dedicated mobile phone to their workmen to receive and make calls.**
 - f. All charges such as wages to staff, transportation charges, providing and maintenance of kit containing all tools related and necessary to execute the work, cleaning materials like nylon brush, broom, detergent, toilet cleaner, soft cloth etc. required for the work, incidental charges and contractors profit and overhead and taxes as may be levied by statutory authorities.
- vi. If any staff is on leave / absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.
- vii. Fittings/ fixtures and other materials will be as per the Bank's SARs (Standard Approved Rates) or at reasonable rate approved by the Bank. The contractor is bound to accept the SAR of the Bank.
- viii. Service / Maintenance Report/Call Sheet should be maintained in each case and should be submitted duly countersigned by the Supervisor & user/ complainant while submission of monthly bill. Report should contain the following details:
- a) Time of call
 - b) Time of report
 - c) Time of restoration
 - d) Nature of failure
 - e) Probable cause
 - f) Action taken
 - g) Components replaced, if any.
- ix. RBI reserves the right to ask contractor to supply additional manpower as required as per site requirement for execution of the work mentioned in the scope without any additional cost.
- x. The list of work is only indicative. Any maintenance work not specifically mentioned in scope but required for the healthy operation of the system concerned / for the satisfaction of the occupant/complainant will be considered in part of scope of work.

- xi. The contractor's workforce should attend to the breakdown call immediately. Major/minor complaints shall be attended immediately, and no extra payment will be made for same. The Firm has to depute sufficient Staff/Technicians on Sunday/Bank holidays, if Bank desired & or in case of emergency/for very essential work/breakdown etc., without extra charges/payment.
- xii. The contractor shall furnish bio data along with the copy of Govt. approved ID-card, recent passport size photograph, mobile no. etc. of the person deployed for the work in the residential colonies. In case of absence of regular Plumber/ Semi-Skilled helper, the alternate person shall be authorized by the contractor to carry out the maintenance work in the residential colonies with the contractor's signature duly authenticated. The Contractor will be required to work after obtaining necessary entry pass issued by the competent authority as appointed by the employer. All such staff should have photo identify cards with address, duly signed by the authorized signatory of the Contractor.
- xiii. The contractor shall depute Technician/Labour of proven capability. Contractor will be held responsible for any mischief / damages that may take place in the working / occupied Residential colonies on account of workmen's negligence.
- xiv. The contractor should visit the Bank's office and meeting may be held with the concerned authority) at least once in a Quarter to sort out the problems faced by the contractor/staff.
- xv. Payment will be made on monthly basis after completion of satisfactory work and duly certified by competent authority/ Bank's officials.
- xvi. Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Bank's Office / Residential colonies. Proper insurance cover for all the labours posted for the work shall be obtained and copy submitted to the Bank for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period.
- xvii. Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work.

4. General Terms and conditions of technical work

- I. Attending personal Carpentry house-hold works / repairs of residents / allottee will not be considered part of the contract.
- II. The material required for redressal of the maintenance complaint / repair as stipulated in the ongoing section shall be supplied by the Bank.
- III. The relevant workman certificates as mentioned above are to be submitted mandatorily to the Bank before starting the work.

The successful bidder shall arrange to carry out police verification of the workers to be employed by him and submit the verified documents to the Bank.

The successful bidder shall submit to the Bank the photographs, ID, address proof and phone numbers/contact numbers/Bank Account Details of the workers to be deployed

by him to work in the Bank's premises

5. Work related instructions

- a) The workmen will not be allowed to stay within the premises during night.
- b) The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.
- c) The water required for the work or workmen can be availed from the available source at premise free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
- d) The electric power required for the work can also be similarly drawn from the supply available at premise free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
- e) The intending tenderer can obtain any clarifications regarding the tender conditions, specifications, scope etc. if any, from the office of the Regional Director, Reserve Bank of India, Estate Department, Bhubaneswar on any Bank's working day.
- f) The Bidder may please note that, the work has to be carried out during the day time or as per the Bank's instructions in occupied residential colonies during normal working hours/ restricted hours without causing any inconvenience to the other occupants. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The work involved shall be carried out with the least disturbance to the other occupants of the colony and also simultaneous cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly, up to the satisfaction of Bank's Engineer.
- g) Permission, if any, required from the local bodies shall be obtained by the Contractor and any expenditure incurred will be borne by him.
- h) The entire materials for the work shall be brought to the working area through the available passage only during specified time of working hours, as per instructions of Bank's Engineer.
- i) Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the work due to discharge of duties under this tender shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The tenderer shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by

Municipal authorities for violation of their rules/ regulations in this regard.

- j) The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.
- k) The bidder should note that the tender scope of work and other documents describing parameters of maintenance work are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the such tender documents and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the service of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor.
- l) The contractor should obtain valid licenses whichever necessary at its own cost. The contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commission rates and submit proof of the same to the Bank.
- m) If any material is procured by the successful bidder, it shall be his responsibility to ensure the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.
- n) Before quoting the rates, the contractor should inspect the site and understand the nature and the scope of the works.
- o) Wearing of uniform and safety items: The successful bidder shall provide distinctive proper uniform and all safety items to his workmen engaged for the maintenance work.
- p) The bidders shall quote their rates taking in to account all the above instructions and conditions of the contract.

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.

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

Annex – A - 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 Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank’s Main Office premises & 3 residential colonies at Bank’s Officers’ Quarters at Nayapalli / Staff Quarters at Baramunda / Staff Quarters at Vidyut Marg”(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 Rs. _____. 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 Rs. _____ 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 Rs. _____ 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:

Annex – B - 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	No. of Staff deployed by the tenderer	Details submitted in Annexure (Yes/No)
1	Skilled Labour – Plumber	1- Each colony & MOP		
2	Semi-Skilled Labour – Helper to Plumber	1- Each colony		
3	Semi-Skilled Labour – Pump Operator	1- Each colony & MOP		
4	Others (please specify)			

Note:

- 1) In case of Sr. No. 1: Skilled Labour qualified to be a plumber (having valid certificate from State authority) and having minimum three years of working experience.
- 2) In case of Sr. No. 2: One Semi-Skilled worker eligible to be a helper to plumber and having minimum one year of working experience
- 3) In case of Sr. No. 3: One Semi-Skilled worker having working knowledge of electrical equipments up to 650 volts and minimum three years of electrical maintenance work experience.

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Annex – C - 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:

Preventive maintenance report - Month _____

Sl. no	Activity	Periodicity	Date	Caretaker remarks
i.	Lubricating pump & motor bearings	Annually		
ii.	Check pump shaft	Annually		
iii.	Check pump coupling	Annually		
iv.	Checking and proving of gland packing, if required	Monthly		
v.	Checking and tightening of connections in motor terminal box	Monthly		
vi.	Cleaning of pump room and equipments	Daily		
vii.	General inspection and cleaning of the switches and starters	Monthly		
viii.	Testing of protection relays and preventers for safety of equipment	Monthly		
ix.	Tightening of cable connection	Monthly		
x.	Insulation resistance test of the cables, panels and motor	Yearly		
xi.	Earth resistance test	Yearly		

Sign & Seal of The Contractor:

Date:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Price Bid

For

Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha i.e.

- A) Main Office Premises**
- B) Officers' Quarters at Nayapalli**
- c) Staff Quarters at Baramunda**
- D) Staff Quarters at Vidyut Marg**

Name of the Tenderer: _____

Address: _____

Date of Submission: Up to 2.00 PM on March 01, 2021

Schedule of Quantity / Price bid

Annual Maintenance Contract for Plumbing & Sanitary works, Operation & Maintenance of Pump-Motor set in Bank's Main Office Premises & 3 Residential Colonies at Bhubaneswar, Odisha					
Lot 1: Main Office Premises					
Sl. No	Detail	Minimum wage as per CLC, GOI in Rs.	Quantity	No of working days in year	Total
Header a - Labour component					
i.	Plumber (Skilled)	707.00	01	312	
ii.	Pump Operator (Semi-Skilled)	603.00	01	365	
iii.	Employer Contribution of EPF and ESI	EPF @ 13% + ESI @ 3.25 % = 16.25%			
Total amount for Labour Component per annum (Sum of i, ii, iii)					
Header b - Non-Labour component					
iv.	Annual Administrative Cost 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.) 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, gland packing of pump, grease removal of debris, safety equipment's, etc.				
v.	Annual Overhauling charges plus profit margin of the Contractor				
vi.	GST @ 18% on (Sum of i, ii, iv, v)				
Total amount for Non-Labour Component per annum including tax (Sum of iv, v, vi)					
Grand Total (Header a + Header b)					
Lot 2: Officers' Quarters at Nayapalli					
Sl. No	Detail	Minimum wage as per CLC, GOI in Rs.	Quantity	No of working days in year	Total
Header 1 - Labour component					
i.	Plumber (Skilled)	707.00	01	312	
ii.	Helper to Plumber (Semi-Skilled)	603.00	01	312	
iii.	Pump Operator (Semi-Skilled)	603.00	01	365	
iv.	Employer Contribution of EPF and ESI	EPF @ 13% + ESI @ 3.25 % = 16.25%			
Total amount for Labour Component per annum (Sum of i, ii, iii, iv)					
Header 2 - Non-Labour component					
v.	Annual Administrative Cost 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.)				

	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, gland packing of pump, grease removal of debris, safety equipment's, etc.				
vi.	Annual Overhauling charges plus profit margin of the Contractor				
vii.	GST @ 18% on (Sum of i, ii, iii, v, vi)				
Total amount for Non-Labour Component per annum including tax (Sum of v, vi, vii)					
Grand Total (Header 1 + Header 2)					
Lot 3: Staff Quarters at Baramunda					
Sl. No	Detail	Minimum wage as per CLC, GOI in Rs.	Quantity	No of working days in year	Total
Header m - Labour component					
i.	Plumber (Skilled)	707.00	01	312	
ii.	Helper to Plumber (Semi-Skilled)	603.00	01	312	
iii.	Pump Operator (Semi-Skilled)	603.00	01	365	
iv.	Employer Contribution of EPF and ESI	EPF @ 13% + ESI @ 3.25 % = 16.25%			
Total amount for Labour Component per annum (Sum of i, ii, iii, iv)					
Header n - Non-Labour component					
v.	Annual Administrative Cost 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.) 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, gland packing of pump, grease removal of debris, safety equipment's, etc.				
vi.	Annual Overhauling charges plus profit margin of the Contractor				
vii.	GST @ 18% on (Sum of i, ii, iii, v, vi)				
Total amount for Non-Labour Component per annum including tax (Sum of v, vi, vii)					
Grand Total (Header m + Header n)					
Lot 4: Staff Quarters at Vidyut Marg					
Sl. No	Detail	Minimum wage as per CLC, GOI in Rs.	Quantity	No of working days in year	Total
Header y - Labour component					
i.	Plumber (Skilled)	707.00	01	312	
ii.	Helper to Plumber (Semi-Skilled)	603.00	01	312	
iii.	Pump Operator (Semi-Skilled)	603.00	01	365	
iv.	Employer Contribution of EPF and ESI	EPF @ 13% + ESI @ 3.25 % = 16.25%			

Total amount for Labour Component per annum (Sum of i, ii, iii, iv)		
Header z - Non-Labour component		
v.	Annual Administrative Cost 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.) 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, gland packing of pump, grease removal of debris, safety equipment's, etc.	
vi.	Annual Overhauling charges plus profit margin of the Contractor	
vii.	GST @ 18% on (Sum of i, ii, iii, v, vi)	
Total amount for Non-Labour Component per annum including tax (Sum of v, vi, vii)		
Grand Total (Header y + Header z)		

Signature of the Contractor with seal:

Date: