

Reserve Bank of India Estate Cell, KOLKATA

e-Tender No: RBI/Kolkata Regional Office/Estate/8/24-25/ET/352[AMC- electrical maintenance

Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

- 1. e-Tenders in two parts (part-I and II) are invited for " Annual maintenance contract (AMC) for operation and maintenance of **Annual maintenance contract (AMC)** for **Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata**. The work is estimated to cost Rs 32,00,000/- (Rupees Thirty-Two Lakhs only) and the Contract will be started from 14th day after the date of written order to commence work. It may be noted that validity of contract is 3 (three) years (to be renewed every year based on satisfactory performance).
- 2. The e-tender forms will be issued only to the empaneled vendors enlisted in the list of empaneled vendors maintained by RBI, Kolkata office for the period 2024-27.
- 3. e-Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on August 22, 2024 at 17:00 Hrs. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is up to 11:00 Hrs. on September 23,2024. Part I of the e-Tender will be opened on September 23 ,2024 at 11:30 Hrs. Detailed guideline on the process to submit e-Tender by the vendors have been mentioned in Annexure 1 following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with supporting documents, if any of the contractors is not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
- 4. Filled and signed Tender documents (i.e. Part-I only) in prescribed form shall be uploaded on MSTC website. However, an earnest money deposit (EMD) of ₹ 64,000/- (Rupees Sixty-Four Thousand only) shall be deposited by all the tenderer through NEFT in favour of Reserve Bank of India, KOLKATA in the Account No. 186003001 & IFSC: RBISONMPA01 Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatekolkata@rbi.org.in before 17:00 Hrs. on September 22, 2024.

Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will

be intimated to the tenderers by a system generated mail / message.

5. The applicants / Tenderers have to upload all annexure / documents mentioned in the

tender on above mentioned website.

6. The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part - II of the

tenders. If any tenderer is not found to possess the required eligibility for participating in

the tendering process at any point of time and/or his performance reports received from

his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject

his offer even after opening of Part - I of the tender and his EMD shall be returned back to

him as it is. The Bank is not bound to assign any reason for doing so.

7. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either

in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders

without assigning any reason, therefore.

Place: Kolkata

Date: August 22,2024

Regional Director, Kolkata

SCHEDULE OF TENDER

NOTE: THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS / VENDORS WHO ARE EMPANELLED AS VENDORS WITH RESERVE BANK OF INDIA, KOLKATA FOR SUCH WORKS GIVEN BELOW UNDER RESPECTIVE CATEGORY ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI, KOLKATA REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

1. e-Tender No.	RBI/Kolkata Regional Office/Estate/8/24-25/ET/352[AMC-electrical maintenance
2. Name of the Work:	Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.
3. Mode of Tender:	e-Procurement System, Online (Part I – Techno-Commercial Bid and Part II - Financial Bid) through the website https://www.mstcecommerce.com/eprochome/rbi
4. Date & time from which NIT (along with complete tender documents) will available to the parties to download at website: https://www.mstcecommerce.com/eprocn	On August 22, 2024 from 17:00 hrs.
5. Date and venue of the Pre-Bid Meeting (offline)	On September 13 2024 at 11 AM. Venue: - Estate Dept. Reserve Bank of India, 3 rd Floor, KOLKATA-700 001.
6. Estimated cost of the work:	Rs 32,00,000/- (Rupees Thirty-Two Lakhs only)
	₹ 64,000/- (Rupees Sixty-Four Thousand only) shall be deposited by all the tenderer through NEFT in favour of Reserve Bank of India, KOLKATA in the Account No. 186003001 & IFSC: RBIS0NMPA01
7. Earnest Money Deposit (EMD)	Kindly mention your name/ company name in the NEFT Transaction remarks. The intended bidders are also advised to upload / send the proof (scanned copy) of remittance of EMD with transaction number to the following e-mail ID: 1. estatekolkata@rbi.org.in
8. Last date of submission of NEFT transaction details / Bank Guarantee for EMD	Before 17:00 hrs, on September 22,2024

	10% of Contract amount.
9. Performance Bank Guarantee (PBG)	"Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate."
10. Validity of quoted rate	One year from the date of issuing of work order (to be renewed every year based on satisfactory performance)
11. Bidding start date of Technocommercial Bid and Financial Bid at https://www.mstcecommerce.com/eproc n	On August 22, 2024 from 17:00 hrs.
12. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	September 23 2024, up to 11:00 hrs.
13. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	September 23 2024, up to 11:30 hrs
14. Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated through system generated mail / message.
15. Transaction fees	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
16. Tender fees for download from portal	Nil.



Reserve Bank of India Estate Cell KOLKATA

Notice inviting e-Tender (Only through empaneled vendor)

RBI/Kolkata Regional Office/Estate/8/24-25/ET/352[AMC- electrical maintenance]

e-Tender For

Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata

Part I

Name of Te	enderer:	 	 	
Address:		 	 	

Date and time of Invitation of e-Tender – August 22 2024; 17:00 Hrs.

Date and time of Pre-bid meeting – September 13 2024; 10:30 Hrs.

at 3rd Floor, Estate Department, RBI KOLKATA Office.

Last date of Submission of e-Tender – September 23, 2024; 11:00 Hrs.

Date and time of opening of e-Tender - September 23, 2024; 11:30 Hrs

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e-tender invited trough e-procurement website https://www.mstcecommerce.com/eprocn/index.jsp

e-Tender For

Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

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Place: Kolkata

Date: August 22 ,2024

Regional Director, Kolkata

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	1. estatekolkata@rbi.org.in

8. Last date of submission of NEFT transaction details / Bank Guarantee for EMD	Before 17:00 hrs, on September 22,2024
9. Performance Bank Guarantee (PBG)	10% of Contract amount. "Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate."
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15. Transaction fees	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
16. Tender fees for download from portal	Nil.

Important instructions for e-tender

This is an e-tender event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Process of E-tender:

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

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

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

1) Vendors 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 Persons (MSTC Ltd – During Office Hours only):

HO Central Help Desk: (For vendors)- Phone Number: 07969066600

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

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

Shri. Sabyasachi Mukherjee - 7278030407

Email id: smukherjee@mstcindia.co.in

Shri. Kranti Kumar– 9174009882 Email id: kkkumar@mstcindia.co.in

MSTC Help Line:9499054101/2/3/4.

Email id: helpdesk@mstcindia.co.in

Contact Persons (RBI - During Office Hours only):

Shri. Subir Kumar Das (AGM, Estate Department)

Mob- 8420632238, subirkdas@rbi.org.in

Shri Ratnesh Ratnakar (Manager, Estate Department)

Mob- 9740544638, ratnakarratnesh@rbi.org.in

Shri Sarthak Sanket Joshi (Assistant Manager, Estate Department)

Mob- 8280819002; sarthakjoshi@rbi.org.in

Shri. Rakesh Kumar Mishra (AM-Technical, Estate Department)

Mob- 8005490248, rkmishra1@rbi.org.in

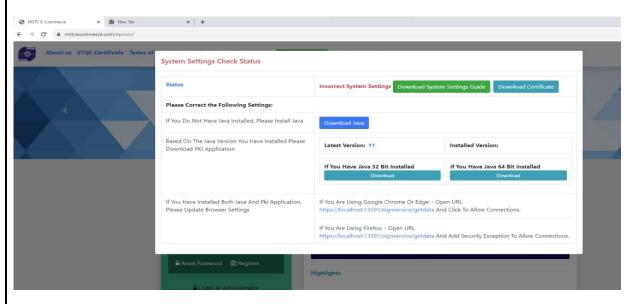
Shri Nishant Charan, (JE-Electrical, Estate Department)

Mob-9006183574, ncharan@rbi.org.in

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

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

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



2. Special Note towards Transaction fee: The vendors shall pay the transaction fee

using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.

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

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

- 3. Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).
- 4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

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

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

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

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 so as to give themselves sufficient time to submit the bid.

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

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

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

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

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

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.

- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.
- **(B)** Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e- mail confirmed by them.

Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. No deviation to the technical and commercial terms & conditions is allowed.

The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Clarifications and pre-bid meeting: If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will

be decided according to tender conditions in the absence of such authentic preclarification.

In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a **Pre-bid meeting** shall be arranged on **the date**, **time and venue specified in SOT**. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by **5:00 PM** on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.

Amendment to the Tender Document: At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.

The said amendment in the form of the addendum/ corrigendum will be sent to all the prospective Bidders who have paid the registration fee for the Tender in case of open tenders and all the enlisted contractors, in case of limited tenders. This communication will be in writing and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by fax/courier/e-mail to RBI. The amendments would also be made available on the website of RBI in case of open tenders. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.

In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.

All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)

Preparation of bid and Cost of bidding: The bidder 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 drawings 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 pertaining thereto.

The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and

drawings and shall be deemed to have visited the site of work, to 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 RBI but without any guarantee about its sufficiency and accuracy.

Filling of Rates: Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.

In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the rate for the item shall be considered as 'Zero' and the tender shall be evaluated accordingly.

No advice of any change in rate or conditions after the opening of the tender will be entertained

Signing of Bid, Power of Attorney: Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.

The tender submitted on behalf of a firm must be signed separately by each partner of the firm or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, or it must be signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.

Bidders shall upload, along with Part-I of the tender, a scanned copy of the power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with Reserve Bank of India and act as the contact person. The sample of proforma of the power of attorney shall be as Annexure F. The hard copy shall be submitted in office subsequently.

Opening of Bids: The Part I of the tender, will be opened on the time and date, as specified in the presence of authorized representatives of the bidders who choose to be present.

The duly filled-in Part II of the tender, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.

Clarification & Evaluation of Bids: RBI would subsequently examine and evaluate bids as below:

- **a.** Price Bids of only those Bidders who are technically qualified shall be opened.
- **b.** Rates quoted for each item shall be considered during verification/ scrutiny
- **c.** If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct
- **d.** Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
- e. To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required during the evaluation of Bids in accordance with tender clauses
- f. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- g. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount and Annual Maintenance Contract (AMC) amount, if any. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
- **h.** If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.

Acceptance of Tender and Award of Work: On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder 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 or is not executed subsequently

Performance Guarantee: The Contractor whose tender is accepted, will be required to furnish performance guarantee of specified percentage of the contract amount within the period specified. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.

Taxes/ Duties/ Levies : GST or any other tax/ Duty/ levy applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.

The successful tenderers may also note that RBI shall deduct all the statutory taxes (IT/GST etc.) as per the extant provisions of the applicable Act from the bills and amount due to them from bank and remit the same directly to the Government.

Employer's right to accept or reject any or all the bids: Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.

Section-I

Form of e-Tender

To,

The Regional Director Reserve Bank of India Estate Department, KOLKATA

Madam / Dear Sir,

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

<u>MEMORANDUM</u>

(a)	Description of work (s)	Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.
(b)	Estimated cost	Rs 32,00,000/- (Rupees Thirty-Two Lakhs only)
(c)	Mode of payment	As per clause 3.12 General Instructions to Tenderers and Special Conditions.
(d)	Earnest Money	₹. 64,000/- (Rupees Sixty-Four Thousand only)
(e)	Validity of quoted rate	One year (to be renewed every year based on satisfactory performance)

- 2. We also agree that our e-Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
- 3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
- 5. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this d	ay of 2024	
or and on behalf o	of M/s	
(Signature wit	h seal)	
Name		
Designation		
Place		

be enclosed).

Witnesses		
(1) Signature with		
name, address and date		
(2) Signature with		
name, address and date		
	<u></u>	

Section-II

Articles of Agreement

AR	ΓICLES OF	AGREE	ME	ENT ma	ade the		da	ay of				_ betv	veen
the	Reserve	Bank	of	India,	(hereafter	called	"The	Bank") of	the	one	part	and
									(the	reina	fter (called	"the
Con	tractor") of	the other	er p	art.									

WHEREAS the Bank is desirous to carry out "Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata and has caused specifications describing the works to be one.

AND WHEREAS the said specifications, scope of work, the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the General Instructions/ Scope of work/Instructions to be carried out during the Annual Maintenance Contract, Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder(hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

The contractor hereby agrees to undertake & carry out the "Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata" for the period of ----- to --- -- In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, General Instructions / Scope of work/Instructions to be carried out during the Annual Maintenance Contract, the Contractor shall upon and subject to the said Conditions execute and complete the work in the said Specifications and the Schedule of Quantities (mentioned in Part I/II of the tender).

The Bank 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.

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

This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the AMC for "Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata" to be paid for according to actual work done as per BOQ at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to captioned AMC works and other ancillary works in the manner laid down in the said Conditions and shall make good any damages occurred during the execution of work.

The Bank 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.

All payments by the Employer under this Contract will be made only at Reserve Bank of India, KOLKATA.

Rs(Rupees) only per annum for Al	, totally
	VIC for
(Name of the Work).	

<u>Penalty</u> for not providing of required number of staffs as per tender conditions, deployed at any instance will be twice of the per day labour charge as per CLC norms. The same shall be deducted from their subsequent bill.

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

Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14th day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as mentioned in Scope of work/Instructions to be carried out during the AMC. All payments by The Bank under this Contract will be made only at Reserve bank of India, Estate Department, Kolkata -700001.

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

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

3.26 Prevention of Sexual Harassment

- (a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c)The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Non-Disclosure clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructures/ systems / equipments etc. which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligation 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 obligation 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.

That the several parts of this Contact have been read by the Contractor and fully understood by the Contractor.

Individual

If the contractor is a Company

If the contractor is a Partnership or an IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

> IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand o Shri
(Name and Designation)
in the presence of (1) Address
(2) Address
Witnesses
Seal & Signature of the contractor
Witnesses:
1
2

Section-III

General Instructions to Contractors and Special Conditions

- 1. The Contractor shall submit his electrical contractors license and will be responsible for electrical safety at site for carrying out all Electrical, electromechanical Installations & telephone related works etc.
- 2. Contractor shall deploy skilled workers(s) as indicated in the tender having valid electrical license (at least up to 440V) in the field with minimum 2-years of experience. Contractor shall provide and maintain one mobile no. which the available to electricians on duty so that they may be contacted any time. All workmen deployed must have a valid ID card issued by Govt authority.
- Deployment of minimum manpower is as under: -

S.N.	Description	Number	Remarks
1	Supervisor (Highly Skilled)	Nil	
2	Experienced and Licensed Electrician(Skilled)	06 No	

Bank reserves the right of manpower or workforce distribution / rearrangement whenever necessary. Contractor shall arrange stand-by person as reliever, on the day of weekly-off of foresaid deputed personnel. In no case the worker from one shift shall be continued in the successive shift, i.e. no workers shall be deployed for more than 8 hours daily routine duty, unless emergency, failing which the respective worker will be treated as absent and shall attract recovery as per the contract clause. Bank also reserves the right to deploy and /or rotate any workmen in any of the Bank's premises (both Office and residential colonies) depending on Bank's need and urgency.

- 4. Contractor shall deploy able-bodied with sound mind workmen (both below age of 60 years) at site who should be medically fit. The Bank reserves the right to remove workmen, if not found suitable and physically fit and the Contractor shall immediately provide replacement. The contractor shall be fully responsible to execute the required work from the given manpower for effective maintenance work. He will provide necessary help to the Bank's Engineers in taking measurements of various works and supervise the works ,when required.
- 5. All workers may be prepared and sent to the concerned engineer. Contractor staff may take prior permission for their movements and send their live locations on WhatsApp to Concerned engineer in case they are visiting outside for official work. Contractor shall provide his own biometric attendance system (if required) for monitoring attendance (in/outs) of their staff at each property. Monthly reports generated from the biometric system/attendance sheet duly certified by Bank's engineer/caretaker as applicable may be submitted along with monthly bill. The

working hours shall be arranged in shift duty as required (actual working time will be finalized by the Bank's Engineer/ his or her representative after award of work and restricted for total 8.00 hrs. in a shift and in three shifts as required) for all 7 days in a week at colonies and 6 days in week in case of office buildings (as applicable). However, in case of the emergency works, the workers shall continue to work till the emergency work is over and they may even give service support on Sunday/holidays. In this case they may be given compensation for extra hours of duty done by them as per CLC rate. The weekly holiday should be given to the workers with an alternative arrangement i.e. reliever(s); for which contractor shall consider charges, while quoting rates under this contract. Bank reserves the right to depute officer/ staff to verify the wages given by the Contractor to the labor deployed by contractor for performance of this work.

- 6. The contractor shall also maintain a record of payment (ie Bank account statement) made to all their staff, which shall be submitted along with the bill.
- 7. Contractor staff deployed shall be covered under provident fund and ESI scheme as applicable.
- 8. The contractor shall provide all tools and machinery required for preventive maintenance / routine /emergency works, such as pliers, cutter, electric tester, screwdrivers, spanner set, drilling machine, hammer, pipe wrench, megger, cotton waste, mulmul cloth, drill bit, screw, rawal plug, PVC insulation tape, waterproof insulation tape etc.
- 9. Contractor staff deployed at site shall be provided with minimum 2 set per year uniform and safety shoes umbrella/raincoat, torch etc as required.
- 10. The contractor/ their deployed staff shall assist in rescue of trapped passengers in lift whenever required and shall provide all assistance during any emergency/disaster/untoward/adverse situation as per the instructions of the caretaker/ /Bank's Engineer/Bank's officials.
- 11. The firm shall make suitable sitting arrangements for their workmen at his own cost.
- 12. During AMC, cluster wise bills along with necessary documents and certifications must be submitted to respective administrative offices.
- 13. All the workmen deployed should be upfront verified by contractor from local police before deploying. Application for police verification with due acknowledgement from police station should be submitted.
- 14. All workmen shall comply with safety protocol and in no case the infected/ suspected workmen shall be allowed to enter the premises.
- 15. The contractor shall complete/ attend the emergency complaint sent over email/WhatsApp/phone/verbal immediately and attend routine complaints lodged in complaint book or otherwise, preferably on the same day. However, for major repair work, it shall be completed under guidance of the Bank's Engineer without inordinate delay. For delay beyond the reasonable time, Bank has a right to levy penalty for each unattended complaint. Decision taken by the Bank in this regard shall be binding on the contractor.
- 16. The contractor shall deploy only adult and skilled / semi-skilled labour as per requirement of the work. Employment of child labour is banned and shall lead to termination of the contract, if found at any stage during the contract.

- 17. The rates quoted must include small parts/ spares and consumables such as washers, screws, connectors, thimbles, lugs, PVC insulation tapes, taflon tapes and tools, ladders, grease, oil, gland dory etc. Whenever any item is to be replaced, prior approval would be obtained from Bank's Engineer and then the same shall be replaced. Payment for material replaced only shall be made separately, based on the tax invoice and delivery challan. On cost of the material overhead and profit @ 15%+GST on profit shall also be payable.
- 18. The rate shall include removal of debris generated due to related work and carting away from the Bank's properties. The debris shall be stacked neatly in gunny bags and taken out of the premises without any extra charges and the site shall be left thoroughly clean. If the contractor fails to remove debris within 15 days or as instructed by the Bank, then same shall be got removed by engaging other agency at the risk and cost of the contractor.
- 19. Electrical Maintenance /telephone wiring work:
 - To attend and rectify defects in the Bank's telephone/lines and electrical / electromechanical installations in Main Office premises and in all the flats/ complex, staircase lights, gymnasium, community hall, pump room, common area toilets, watchman cabins and dispensary etc. within 24 Hrs from the time of registering the complaint.
- 20. To check all the earth stations and insulation resistance of cables and submit the test report for the same once in six months along with the bill.
- 21. To clean all common area lighting fixtures/wall-fans/ceiling-fans/exhaust fans/chimney etc once in a quarter.
- 22. To carryout regular / periodical maintenance and tightening of all electrical connections of SFU, ICDP, ICTP, MCBDB's at flats, meter rooms and pump room starters/panels etc.
- 23. To keep all electrical installations in up-to-date condition and complaints of any residents should not be kept pending. To clean all the electric meter room with the help of broom once in a month and keep the meter room in hygienic condition.
- 24. To check all the safety (electric and mechanical) of all the ceiling/wall fans and clean the ceiling fan once in a quarter. To replace the faulty parts such as split pin, quarter pin, rubber bush etc (except fan motor and fan blade).
 - 25. To register electric supply failure complaint with electricity authority and follow-up till restoration of electric supply (in the event of failure of electric supply of complete colony/common area including all staircase lighting)
 - 26. To maintain a register with colony caretaker for preventive maintenance in consultation with Bank's Engineer or his or her representative.
- 27. To carry out complete servicing of geysers, Exhaust and ceiling fans once in a year.

- 28. All electrical accessories required for the replacement in the colony will be obtained prior approval by the Bank. To replace/ install tube light fittings/ street light fittings/ geysers/ ceiling fans/ exhaust fans/cabin fan/ wall fan/ pedestal fan/ CFLs/ LED/fluorescent tube light/ PL tubes/ electrical switching material (accessories)/geyser elements, thermostat, safety valves etc. will be obtained prior approval by the Bank, using required hardwires like screw, rawl plug, anchor fastener, cord wire etc.
- 29. To assist caretaker in maintaining electric stock book and also during dead stock reconciliation activity.
- 30. To obtain signature of complainant and caretaker in the complaint book after rectification of complaint. To write reason for incomplete rectification of complaint in the remark column of the respective complaint in the complaint book.
- 31.To assist MTNL official or other service provider like internet Cable TV, CCTV, to install/ rectify defects in the direct telephone line and for broad band connection inside flat. To coordinate with MTNL official to rectify long pending complaints from their side. To carryout complete maintenance of telephone installation and wiring once in six months and submit the report to Bank along with the signature from occupant and colony caretaker.
- 32. To disconnect electric connection and remove the submersible pump-motor set in the underground tank, reinstall it after rectification of work in it and to reconnect electric connection to it by providing water proof insulation tape on the joint after installation of submersible pump-motor set in the underground tank. Repairing charges, rewinding charges, bearing and other parts shall be paid for extra on submission of actual bills. However, prior written permission shall be mandatory for all such works.
- 33. To clean all solar panels installed on the roof top of the building before sunrise and after sunset every fifteen days.
- 34. The list is only indicative. Any maintenance work not specifically mentioned above but required for healthy operation of the system concerned and for the satisfaction of the occupant/complaint will be considered in port of scope of work.
- 35. Regular checking and cleaning of all panels, loose connection, UPS, DG sets, Wet/dry wet riser system, Fire Alarm System, Solar Panel and Geysers, CCTV system, Passenger Lifts, Water Lifting Pumps, PA system, intercom system, VDP system, Window/split ACs, AHUs, security gadgets and other electrical & mechanical equipment etc. for its proper functioning and healthy operation and maintenance.
- 36. Daily work such as timely Operation of water pump/lifting of water, DG sets switching on/off of Street lights and other common area lights etc whenever required.
- 37. Emergency work as operation of electric mud pumps and diesel pumps during heavy rains/flooding situations.
- 38. All electrical works shall be carried out through a licensed Electrician. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements.

Frequency of maintenance and servicing of electrical Panel /AMF Panel /Cables

Sr Nos	Description	Frequency
1	Checking whether there is any abnormal temperature rise in any of the electrical panel	Daily
2	Cleaning the Bus bar chamber for dust and other foreign materials, carbon deposits if any, checking the bus bar insulators for breakage /failure, tightening all the jumper connections etc.	Half yearly
3	Meggar testing of panel (phase to phase, phase to neutral as well as phase to earth)	Half yearly
4	Meggar testing of cable for insulation resistance between phases and phase to earth	Yearly
5	Checking the load on the cable with Tong tester	Quarterly
6	Checking of contactors and cleaning of contacts	Monthly
7	Checking of control wiring meters and protect system and battery charger	Monthly

basis.

Other E	lectrical work is listed as below;		
1.	Preventive maintenance and physical inspection of the panels, bus bar		
	chambers, switches, indicating lamps and cables (Frequency monthly		
	basis.		
	Checking high temperature.		
	2. Tightening of the nuts bolts.		
	Maintaining log of breakdown and parts replacement.		
	4. Physical Cleaning of the panels.		
	5. Supply and fixing of minor burnt parts of panels such as indicators,		
	ammeters, control fuses selector switches and thimbles.		
2.	Breakdown maintenance of Street lighting.		
	Checking of the street lighting and overhead lights on daily basis and		
	keeping record in register.		
	2. Repairing the street lights /Tube light fitting /floor light fitting during the		
	day hours. The material such as lamps, chokes and the igniters shall		
	be provided by the Bank or will be paid for extra.		
	3. The Bank will not provide the insulated ladder required for the street		
	light and repairing the same will be responsibility of the firm.		
	4. Checking the control boxes of all the lights and repairing the same		
	using all the material.		
	5. Checking the earthling of the poles.		
	6. The Poles and lights are to be numbered using paint on half-yearly		
I	l hasia		

3.	Evacuation from lifts (if available) in case of man trapping and lodging the complaints with the OEM in respect of lifts under breakdown.
4.	Operation of water pumps, as per preset timings.
5.	Helping the Bank's staff in meeting fire and other emergencies if any.
6.	Contractor shall monitor the operations & maintenance and cleaning of entire electrical installations including DG sets and water pumps of Bank's Senior Officer Quarters i.e.: BEST power source, Inverter / Generator, EPABX system, Lifts, Security equipment, standalone AC units, CCTV System, Fire Alarm / fire Pump and all other equipment's connected to power sources carefully. In any observations/faults findings, they have to log complaints to all CAMC/AMC venders, keeping all records by maintaining registers /log books/call sheets etc. in consultation with bank's engineers etc.

The above list of works is only illustrative, and any additional item of work may also be entrusted by the Bank's Engineer or his representative as per the requirement of the Bank. The contractor shall carry out the same without any additional charge to the Bank.

I/We hereby declare that I/we have read and understood the above information.

Place

Signature of bidder

Non- Disclosure clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructures/ systems / equipments etc. which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligation 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 obligation 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.

That the several parts of this Contact have been read by the Contractor and fully understood by the Contractor.

Individual

If the contractor is a Company

If the contractor is a Partnership or an IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

> IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

3.0 Online Submission of Tender: -

The Tender shall be submitted through online. The tender will be in two parts i.e. Part I containing the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part I of tenders will be opened at 11:30 hrs on September 23, 2024. Part II of the tenders will be opened on a subsequent date under system generated intimation to all the tenderers. Telegraphic, Fax and e-mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects with all attachments/ enclosures/ annexures. Insertions, postscripts, additions and alterations shall not be valid unless confirmed by the tenderers signature.

- 3.1 Tenderers are advised to use only the forms (tender documents) available in the website. Each page of the forms shall be signed and returned / uploaded.
- 3.2 Tenderers advised to submit **MSTC** are tender on website (<u>www.mstcecommerce.com</u>) within the stipulated time schedule.
- 3.3 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled and submitted / uploaded through online. The tender should be uploaded and submit online within the stipulated time / date i.e., up to 11:00 Hrs. on September 23,2024.

Part I - Technical & Commercial 3.4

3.4.1 Part I – Shall contain the unpriced tender consisting of complete technical details / specification including documents and commercial terms and conditions etc. The NEFT details for EMD shall be uploaded with the tender / mail to estatekolkata@rbi.org.in

- **3.4.2** Part I of the tender as submitted in online shall contain the following:
- i) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- ii) Any other technical information the tenderer wishes to furnish.
- iii) List of deviations, if any, in commercial terms and conditions.
- iv) Other Certificates / Declarations as per Annexures enclosed to be uploaded in MSTC portal.
- **3.4.3** The Tenderers are advised to visit the site and acquaint themselves of the site conditions & works involved in above contract before tendering.
- **3.4.4** The tenderers are advised to upload the tender based strictly on the General Conditions of the Contract and Technical details / Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions of tender is liable to be rejected.
- **3.4.5** All information, correspondence letters shall be submitted in duplicate and addressed to Regional Director, Reserve Bank of India, Estate Department Kolkata-700 001.

3.5 Part II -Price bid: - Part II containing price bid.

- (a) This part shall contain prices in Indian Rupees only as per format (Part II) and submitted through online. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. The tenderer must use only the forms issued by the Bank to fill in the rates. If item rate (i.e. zero / any numerical value) against any item are not submitted by the bidder through online bid submission process, the tender may be considered invalid by the Bank in its discretion.
- (b) Rates should be quoted in columns specified. All erasures and alterations will be made while filling the tender through online before the submission of bid / within the stipulated time frame. Failure to comply with either of these conditions will render the tender void at the Bank's option. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- **(c)** The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable.

3.6 Pre-Bid Meeting

A pre-tender briefing meeting of the intending tenderers will be held at 11.00 AM on September 13 2024 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All communication regarding

points requiring clarifications shall be given in writing to, Regional Director Kolkata, Reserve Bank of India, Estate Department Kolkata-700 001 or at (estatekolkata@rbi.org.in) before 17.00 pm on the previous day. It is mandatory for the intending firms to attend the pre bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender of such firm.

3.7 Opening of e-Tender: -

Part-I of the e-tenders will be opened on September 23 2024 at 11.30 hrs. IST through system. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part –I of the tenders will be opened on a subsequent working day which will be intimated through system generated mail / message to all the eligible tenderers.

3.8 Scope of Work: -

The scope of work shall include the followings.

Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

3.9 Validity of e-Tender: -

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

3.10 Lowest e-tender not necessarily to be accepted: -

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

3.11 Earnest Money, Security Deposit during Annual Maintenance Contract period:

3.11.1 All Tenderers shall deposit Earnest Money of Rs. ₹ 64,000/- (Rupees Sixty-Four Thousand only) through NEFT and details of NEFT (scan copy) shall be uploaded with the tender or send through email at estatekolkata@rbi.org.in by **17:00 Hrs. on September 22,2024.** The Earnest Money Deposit (EMD) is also acceptable in irrevocable Bank Guarantee in the form prescribed by the Bank in Annex. The EMD paid by the e-Tenderer shall be held by the Reserve Bank of India initially valid for 4 months, shall remain undischarged for such period as may be specified for keeping the tender open. No interest

shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

- **3.11.2** The EMD of successful tenderer shall be released on acceptance of the tender **and** on production of a new Bank Guarantee called "**Performance Bank Guarantee (PBG)**" from any scheduled bank in the form prescribed by the Bank in Annex towards security deposit for due fulfilment of the Contract.
- **3.11.3** On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract within 15 days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
- **3.11.4** All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.11.5 Performance Bank Guarantee (PBG) as security deposit:

On award of the work, the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards security deposit for the due fulfilment of the Contract. The earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Performance Guarantee towards security deposit shall be valid for the entire contract period. During renewal of contract fresh PBG for an amount equal to 10% of renewal contract amount shall be submitted prior to exactly AMC renewal contract.

The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned thereafter. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order / letter of acceptance of tender. "Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate."

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful

tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions set out in the tender at any time during the Contract.

3.12 The rates shall also be firm and valid up to March 31, 2025 from the issue of work order and shall not be subject to exchange variations, labour condition, fluctuations in freights or any conditions whatsoever. **No variation in rates shall be entertained during the contract period up to March 31, 2025.** Rates quoted by the firm shall be fixed till the renewal of contract. The service contract shall be renewed annually subject to providing satisfactory service. While renewing the contract the new contract amount will be arrived as per the Price Index of the RBI bulletin given below:

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

CCA: Current Contract Amount NCA: New Contract Amount

NCA=CCA + [(CPIC - CPIP) / CPIP] X CCA

- CPIC- Consumer Price Index for Industrial Workers (All India Average) 6 months
 Prior to the commencement date of contract for the current year
- CPIP- Consumer Price Index for Industrial Workers (All India Average) 6 months Prior to the commencement date of contract for the previous year.
- i. The participating firms/bidders may please note that Ministry of Labour and Employment revise the rate of variable Dearness Allowance twice in a year in general and thereby expected escalation of rates may go up to 5 to 6%.
- ii. The participating firms/bidders may quote accordingly keeping in view the changes on VDA.
- iii. Under any circumstances, Bank will not pay any arrears on account of such charges in VDA. However the successful bidder has to pay the labour charges as per statutory norms alongwith increase in VDA(if any) mandatorily.
- iv. AMC shall be entered with the successful bidder initially upto 31.03.2025 and thereafter on satisfactory service, the same contract may be considered for renewal for another two Financial year subjected to satisfactory performance of the firm.

3.13 Payment terms: -

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

Payment shall be made on monthly basis. A statement for material consumed shall be

prepared separately, by mentioning the complaint No., location, and name of fitting and concern department Authorities signature after successfully completing the work (call sheet sample shall be issued by the Bank) and a statement showing payment of Central Government minimum wages with signature of Workmen.

- **3.14** The successful tenderer's EMD will be forfeited, if he fails to comply with any of the conditions of the contract. The name of the successful contractor will be delisted/removed from the Bank's approved / empaneled list & no work will be awarded in future, if the successful tenderer fails to comply with any of the conditions of the contract.
- 3.15 Successful tenderer has to follow Central Government 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 latest Central Government minimum wages & other facilities as per provision in the CLC/contract labour act. So, the tenderer should workout the AMC rate accordingly. The quoted rate shall include wages for Workmen / labour as per CLC norms, all applicable taxes, Provident fund, ESI, dress & safety items for the workmen etc., if any, and applicable to the labours, insurance (workman compensation policy & third-party liability). During the currency of AMC period, there will be no change in the AMC rate due to change/fluctuation in minimum wages.

The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The contractor shall indemnity the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in contractors all risk policy shall be minimum ₹. 2 lakh per person for any one accident or occurrence and ₹. 5.00 lakh in respect of damage to property for any one accident or occurrence.

<u>Note</u>: These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

3.16 Please note that as per Employees State Insurance Act, 1948 Contractor is responsible for making ESI contribution of the person permanently employed, if it is applicable/ required & as per the Government of West Bengal, Ministry of Labour. For the jobs under AMC the contractor shall be responsible for taking all insurances at his cost to cover all kinds of risks from the time of award of work. These insurance policies shall continue to be valid till the completion of the contract period. Contractor will take workmen compensation policy for all the staff deputed at site and will submit the policy to the Bank after award of work.

- **3.17** The Contractor shall strictly comply with the provision of safety code as mentioned in the tender. The successful Contractor's should give the declaration along with each monthly bill as mentioned in Annexure C.
- **3.18** Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned **from the 14**th **day after** written work order, is issued.
- **3.19.** 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.
- **3.20** The contractor has to follow the instruction as directed by the Bank's engineer from time to time regarding proper execution of works.
- **3.21** The contractor should liaison with various Authority to set right the electrical and electromechanical systems provided in above premises with Electricity department, MTNL, Fire Department & Police Department etc.
- **3.22** 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.

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

3.23 The contractor should ensure payment of minimum wages to all labourers / workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum wages Act, 1948 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 certificate.

3.24 Errors, omission and descriptions:

In all cases of omission and / or doubts of discrepancies in the any item or description a reference shall be made to the Engineer of Reserve Bank of India, 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.

3.25 Penalty: - Penalty for not providing of required number of staffs as per tender conditions, deployed at any instance will be twice of the per day labour charge as per CLC norms. The same shall be deducted from their subsequent bill.

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

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

3.26 Prevention of Sexual Harassment

- (a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c)The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Place:		
Date:		Signature of the Tenderer with Seal.
	Section IV	7
Th	e Conditions Hereinafte	
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4.1 Interpretation Clause

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

(a)	"Employer"	Shall mean The Reserve Bank of India assigns and successors.	and shall include its
(b)	"Contractor" (in the case of a	"Contractor" shall	mean and
	partnership)	trading in t	
	1		having a place of
			and shall include the
		partners for the time being of the said	d firm and the legal
		representatives of a deceased partner.	•
	(in the case of	"Contractor" shall mean Shri	
	individual)	.	and style of nall include his heirs,
		successors and legal representatives.	
	(in the case of	"Contractor" shall meanincorporated under	a company
	Company)	incorporated under	and having its
		registered office at and shall and assigns.	include its successors
(c)	"Site"	Shall mean the site of the contract works	0,
		and erections thereon and any other	
		aforesaid allotted by the Employer for the	
(d)	"This Contract"	Shall mean the Articles of Agreement, the S	•
		Conditions, the Appendix, the Schedul	
, ,	"- . -	Specifications etc. attached hereto and du	, ,
(e)	"Banks Engineer"	•	
		paid by the Employer to inspect the works	
		afford the Bank's Engineer every facilit	-
		inspecting the works and materials, an	
		measuring time and materials. Neither the	
		any representative of the Bank sha	•
		set out works or to revoke, alter, en requirements of the Contract, or to san	•
		additions, alterations, deviations, or omis	
		work whatever, except in so far as su	
		specially conferred by a written order of	
		with the prior concurrence in writing of the	
		The Bank's Engineer or any representative	. ,
		power to give notice to the Contractor or	
		non-approval of any work or materials ar	•
		suspended or the use of such	materials shall be
		discontinued. The work will, from time to	
		the Bank's Engineer/Bank's representative	,

shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

(f) "Notice in writing"

Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.

- (g) "Act c Insolvency"
- of Shall mean any Act of Insolvency ad defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (h) "Net Prices"

If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(i) "The works"

Shall mean the Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

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

4.2 Scope of Contract

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

4.3 Schedule of Quantities & Agreement

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

4.4 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

4.5 Authorities, Notices and Patents

- 4.5.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.
- **4.5.2** The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
- **4.5.3** The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

4.6 Materials and workmanship to conform the descriptions

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

4.7 <u>Dismissal of Workmen</u>

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

4.8 Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying of from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.9 Assistant Manager (Tech)/Manager (Tech)

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

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

4.10 Assignments and Sub-letting

- 4.10.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
- 4.10.2 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by

the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

4.11 Sufficiency of Schedule of Quantities

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

4.12 Defects during contract period

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

4.13 Insurance in respect of damage to person and property

4.13.1The 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 in respect of any claim made in respect of injury or damage under any

- Acts of any legislature or otherwise and in respect of any award of compensation or damages consequent upon such claim.
- **4.13.2** The Contractor shall reinstate all damage of every sort mentioned in this Clause, to deliver up the whole of the Contract works complete and perfect in every respect and to make good or otherwise satisfy all claims for damage to the property of third parties.
- 4.13.3 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 thereof and shall at his own expense arrange to 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 this Contract. 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.
- 4.13.4. 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 in respect of any award of compensation or damages, arising there from.
- 4.13.5 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.

4.14 Fire Insurance

(a) The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire within the joint names of the Employer and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor

shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf, may so insure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.

(b) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works up to and including a date not more than seven days prior to the date of the said Certificate lees the amount to be retained by the Employer (as hereinafter provided) and less any instalments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

4.15 Failure by Contractor to comply with Employer's instructions

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

4.16 Termination of Contract by the Employer

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

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

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

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

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to

the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.17 Termination of Contract by Contractor

- 4.17.1 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.
- **4.17.2** In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

4.18 Matters to be finally determined by Employer

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

4.19 Settlement of dispute by arbitration

All disputes and differences of any kind whatever out of in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the contract and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter. question or dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts

which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of arbitrators suggested by the Employer.

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

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators as the case may be, is given abide by the decision of the Architect and no award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Architect's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

4.20 Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the 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.

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

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

4.22 <u>Marginal Notes</u>

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

4.23 Special instructions to the tenderer.

- 1. The workmen will not be allowed to stay within the Bank Main Office Premises except duty hours.
- 2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
- 3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
- 4. The Contractors has to obtain permission, if any required from the local authorities/bodies as per the existing local byelaws for such works and the charges/fees if any, has to not be borne and paid by the contractor including water and draining charges.
- 5. The intending tenderer can obtain any clarifications regarding the tender etc. if any, from the office of the Estate Department, Kolkata, on any Bank's working days only.
- The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank's officials. The delivery of materials shall be given on the floors specified in the tenders.
- 7. The bidder may please note that the work has to be carried out in an occupied building / flats during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the daytime and on holidays and day time work may have to be done on restricted hours. Contractor shall consider the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the staff and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly on daily basis, to the entire satisfaction of Bank.
- 8. Neat housekeeping at all times is the sole responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned

as frequently as required and shall be stored at the specified place inside the Bank's premises as per the instructions of the Bank's Authority. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Authority. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.

- 9. The tenderer shall use only approved brand materials.
- 10. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.
- 11. The contractor should have valid Labour license duly issued from Labour Commissioner. The Contractor shall ensure payment of latest minimum wages to the workmen's Bank Account directly, employed by him as per Central Labour Commissioner's rates. A copy of such wage payment slip shall be submitted along with their bill for payment to the Bank.
- 12. Before quoting the rates, contractor should inspect the site and understand the nature and scope of the work by themselves.
- 13. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer. The bidder should note that the documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor.
- 14. 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.
- 15. The Contractor shall make their own arrangements for storing of their materials at site. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages,

- scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank
- 16. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working Bank premises including their part of the work
- 17. The Contractor shall keep the Bank indemnified against all claims, if any.
- 18. 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 Bank premises only on producing of the photo passes issued by the Bank. The contractor himself, their staffs and the labours will have to comply with the security rule & regulations of the Bank.
- 19. <u>Wearing of uniform:</u> Successful contractor shall provide Two sets of proper uniform per Annum to their workers to be engaged on site for identification purpose at their own cost.
- 20. The payment to the technicians/workmen has to be made in their Bank Account only.

 It will be sole responsibility of concern firm to open account in the Bank of their technicians/workmen, if required for the purpose.
- 21. <u>List of Documents to be submitted along with Monthly Bill:</u> Copy of following documents for a month duly certified by the contractor to be submitted along with monthly bill for payment:
 - a. Statement of Complaints received/attended
 - b. Statement of materials procured (if any) with the approval of Bank along with tax paid bill for the same.
 - c. Copy of Attendance Register
 - d. Declaration for compliance of Contract labour Act & Minimum wages Act.
 - e. A statement showing payment of wages made with signature of labour.
 - f. GST declaration
 - g. Statement showing the various preventive maintenance works done.
 - h. Any other logbooks/document as directed by Estate Dept. In charge.

Place: Date:		Signature of contractor with seal.
	Safety Code	

- 1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
- 2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds & safety belts should be provided for workmen for all work that cannot safely be done from ground.
- 4. 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 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 6. The ropes used in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.

Fire Safety Code.

- i. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- vi. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- vii. None of the fire extinguishers shall be removed/shifted from its designated location.
- viii. Power supply shall be switched off from the mains when equipment is not in use.
- ix. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- x. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xi. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Signature of contractor with seal.

Section-V

Commercial Condition

(To be filled -in by the bidder)

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	EMD	2 % of Estimated cost.	
3	Terms of payment	Payment shall be made on monthly basis after submission of bill with supporting documents	
4	Technical /commercial specifications	As per specifications in Part I of the tender	
5	Termination of contract Penalties	Clause no. 3.25 of Section-III of General Instruction to tenderers & Special condition	
6	Performance Guarantee	10% of Annual Contract amount in the form of Bank Guarantee	
7	Insurance Clause accepted	Clause - 4.13 & 4.14 of Section –IV	
8	Payment on submission of bill	On monthly basis	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:	
Date:	Signature of contractor with seal

Section-VI

Scope of works.

1. The Electrical Contractors must deploy skilled electricians/ technicians having valid electrical license and minimum 2 years of experience for carrying out electrical works. Non-compliance to this may result in immediate termination of the contract without prior notice.

Note:

- a) The Contractor shall deploy skilled electricians/ technicians as per CLC norms and provide substitute/ reliever/ replacement as per requirement in order to provide services for 365 days.
- b) The Contractor is responsible to provide qualified and well-experienced personnel, who can independently handle, operate and maintain electrical installations as per the instructions of the Estate Department. The work force to be deployed will be screened for technical capability by RBI to ensure the deployment of suitable candidates by the Contractor.

Timings	Electrician
Alipore Residential Colony	I
1st shift 6.00 am to 2.00 pm (7 days in a week)	1
2 nd shift 2.00 pm to 10.00 pm	1
(7 days in a week)	
3 rd shift 10.00 pm to 06.00 am	1
(7 days in a week)	
Dover Lane Residential Colony	
1 st shift 6.00 am to 2.00 pm (7 days in a week)	1
2 nd shift 2.00 pm to 10.00 pm	1
(7 days in a week)	
3 rd shift 10.00 pm to 06.00 am	1
(7 days in a week)	
Total	6

2. Area of work: Operation and maintenance of Power Distribution Centre, DG sets, UPSes, Water lifting pump-motor sets, electromechanical equipment / installations provided in various Flats & their lobby located different floor of colonies at Kolkata.

3. Details of scope of works-

 All electricians/ technicians should report to the colony Caretaker, the working hours shall be 8 hours (including 1/2-hour lunch break)/shift, the working roster shall be mutually agreed.

- when the workers on duty have to take up the emergency works & the same will continue till the emergency is over.
- The Contractor is responsible to provide qualified and well experienced personnel, who can independently handle, operate and maintain electrical installations as per the guidelines of the Estate Department.
- The work force to be deployed will be screened for technical capability by RBI to ensure the deployment of suitable candidates by the Contractor.
- **4.** The contractor shall provide services of workmen for 8 hours/shift in a day for all 7 days in a week, the working hours and weekly-off shall be mutually agreed with the Bank Engineer/Caretaker. In case of the emergency works, the workers will have to be continued till the emergency is over.
- **5.** The weekly holiday should be given to the workers by the Contractor. Contractors shall maintain a daily roster & record of payment to their workers and shall submit along with monthly bill. The Bank reserves the right to depute officer/ staff to verify minimum wages given to the technicians, deployed by the contractor for performance of this work.
- 6. No technicians/ workers have to be allowed on duty continuously after his normal shift duty. If it is found that the technicians/ workers are on continuous duty beyond his normal shift duty, the same will be treated as absent & a penalty will be imposed as per the tender clause 3.25.
- **7.** Electricity and water shall be given to agency at nearest available point free of cost by the Bank, but all other arrangements have to be done by the Contractor own cost.
- 8. Agency is required to give prompt service. Contractor shall complete the complaint lodged in complaint book preferably in same day. However, for major repair works, agency shall complete the job as directed by the Bank. In case of inordinate delay beyond the stipulated time, Bank has right to levy a penalty for each unattended complaint as stated in terms of payments. Note: Any emergency electrical complaints must be attended after regular working hours after report of complaints in consultation with Caretaker/Banks' Engineer on the same day.
- 9. Fittings/ fixtures and other materials (excluding cost of minor materials as stated earlier) will be provided by the Bank or paid as per market rate.
- **10.** In case of any person is found giving poor workmanship, disobeying Bank's instructions or misbehavior etc., the agency will replace such person(s) from the work site as directed by the Bank immediately.

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

Electrical Works:

- To attend and rectify the defects in the Telephone Extension line provided in various flats located at different floors & maintain it in good working conditions, repair/ rectification of all electrical & electromechanical gadgets installed in entire colonies i. e. various flats located in different floors, Caretaker Office, common area lights Staircase lights, Organic Waste Converter (OWC), Gymnasium, Pump room, toilets, security cabins and Dispensary etc. after registering the complaint on telephone/ e-mail or verbal. To attend and rectify the emergency nature of electrical complaints after Office hours, i.e., providing emergency service to rectify the Electrical faults during round the clock also. The timing of the shifts of the technicians/workers will be finalized as per Bank's requirement in coordination with Bank's engineer.
- To submit the photocopy of the certificates for the skilled Electricians duly attested by bidder deployed by the firm to this office. To submit the first monthly bill along with the acknowledgement duly signed and stamped by the firm on the photocopy of the certificates of all technicians/ electricians. Contractor shall be sole responsible for their safety in case any mishap happens. Attending day to day complaints / maintenance work of Electrical / Electro-mechanical Installations and its ancillary work at banks premises as per requirement, including replacement of MCBs / fused tubes / defective LED Fixtures / accessories, wiring / cabling, fans, all types of switchgears & protections system, all types of electrical installations work etc. operation & maintenance of all types of Emergency lights along with batteries, if any. The scope includes cleaning of all LT panel, DB's, all types of fittings & fixtures, all types of fans, switch gears, all electrical installations, wall clocks and electrical/electronics display unit, tightening of all connections, meggar testing, earth testing etc. including Preventive maintenance of the same. Removing, reinstallation, replacing, repairing, installation, shifting etc., of all types of electrical installation work. All required materials shall be supplied by the Bank. However, the consumables like, insulation tape, gear oil, grease, fuse wire, cleaning materials, soaps, cloths, rust remover, CRC & other materials as mentioned herein after will be provided by the contractor, for the same nothing to be paid extra.
- To carry out all type of routine / periodic / preventive maintenance work including checking / cleaning, tightening and attending complaints of all electrical accessories, HT panels/ LT panels installed inside premises, all MCB DBs & it's MCBs, switch boards & its switches/sockets installed in entire Bank Colony Premises and cleaning

the same quarterly. Cleaning of fans & other appliances / installations by detergent including oiling, greasing, servicing etc. is also included in the scope of work. The rate shall also include labour charges for replacement main switches, distribution panel, MCBs, light fixtures etc. Cost of spare if any required (excluding consumable item as mentioned herein after) will be paid extra or supplied by Bank.

- For skilled technician, the relevant licenses / certificates are to be submitted mandatorily to the Bank before taking up of work after its award to the selected vendor. Qualification and the submission of the proof for the same, is mandatory before resuming work in Bank colonies. Non-compliance to these may result in immediate termination of the contract without any prior notice.
- The scope of works should also include overall Electrical works comprising of routine, periodic and preventive maintenance of Bank's colonies. This scope consists of all similar activities as stated covers the systems comprising of the following equipment's:
- Operation of DG set, fire pump motor set & water lifting pump-motor sets etc. as and when required.
- Checking/testing of incoming/outgoing power supply of all panels, if held.
- Operation of Lifting water pumps & Panels, fire pump, as & when required.
- Repair & maintenance of Floor Panels / D.B. & all electrical installations like fans,
 light fittings & fixtures, hand dryers, kitchen heating equipment's etc.
- Checking of earth pits and maintenance of earth pits as required.
- Preventive maintenance of all MCB Distribution Boards & it's circuits located at various floors.
- Monitoring and maintenance / cleaning of all electrical outlets and fittings provided in the Bank's colonies located at Kolkata.
- Any nature of electrical works in colonies at Kolkata to be attended by the firm without any delay.
- Periodical Preventive maintenance of entire electrical systems to be carried out by the firm & for the same and a record to be maintained by the firm.
- Regular Checking: Routine Checking/testing of Cables / LT panel/ DB's, Ceiling Fans, Geysers, Refrigerator, Washing machine, Inverter/UPS/Light fittings etc. to be carried out by the firm & a record for the same to be maintained by the firm. Checking

- and testing of all earth pit on regular basis & pouring of water in same pit to maintain it in well healthy condition will be sole responsibility of the firm. A record for the such activity along with earth resistance to be maintained by the firm.
- Preliminary checking/ Testing of Air Conditioning System installed in Sharing accommodation, single room flat, community Hall, GYM, etc.
- The Contractor or their representative shall carry out the switching ON/OFF of the A.C. unit, if required.
- Any minor/major fault observed during routine checking in the RAC to be reported to concern AMC vendor, Caretaker or Estate In charge, RBI, immediately.
- Maintenance/Servicing/Overhauling/repairing, rectification of Light fittings / Fans, streetlight, geysers, Inverters etc.
- Repair & Replacement of tubes, Bulbs etc. in colonies on day to day basis as soon as complain received from the various occupants.
- The stock register for electrical goods must be maintained by Electrician on daily basis. To ensure the proper maintenance of electrical stock register should be the sole responsibility of the Contractor/Firm.
- Change the LED fixture / tube lights as and when required and maintain the stock and issue register.
- Change the unserviceable material as per requirement & direction by concern officer.
- Contractor or their electricians should monitor and record the monthly energy consumption from the Energy Meters provided for common areas & vacant flats, Pump room etc. Recorded consumption in tabulate form shall be submitted to the concern caretaker for further departmental process.
- Compulsory presence of contractor is essential on the days of important meetings, functions at RBI and as & when informed by the Estate Department.
- Providing of all safety equipment's, Tools like Drill machine, bits, Air blower, crimping
 tool and all other tools, screwdriver, spanner, cutting pliers set, hammer, pipe range,
 spanner set, hack-saw or any other tools required for daily maintenance/repair job
 should be available at site till completion of the contract period. All the Meters &
 testing equipment, which are used at site, should be periodically calibrated from

- Authorized Test Laboratory & the calibration certificate obtained by the firm should be submitted to Bank.
- Providing of Tongue tester, Multi meter, uniforms, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch, Mobile phone etc. to his all staffs members will be firms responsibility. The same have to be provided to their staffs within 15-days after awarding the works otherwise Bank will provide to their staffs directly & the cost will be recovered from Contractor's bill.
- Provide necessary training to his staff on quality, safety & technology.
- If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.
- The Contractor has to arrange repairs, maintenance, fittings of fixtures etc. for the installations in the campus of all heights & depths.
- The Contractor and his staff shall be strictly bounded to follow the Standard Industrial Safety & Security Norms.
- The successful bidder should provide all tools and equipment required for effective maintenance of premises, such as Multi meter, Megger, Ammeter, Galvanometer, Earth tester, all required tools / equipment's & safety items etc. within 15 days from the award of contract or commencement of the contract whichever is earlier, under intimation by RBI. The same will be arranged by the AMC contractor himself at his own cost. Tools like, Drill machine, bits, Air blower, crimping tool and all other tools, screwdriver, spanner, cutting pliers set, hammer, pipe range, spanner set, hack-saw or any other tools required for daily maintenance/repair job should be available at site till completion of the contract period. All the Meters & testing equipment, which are used at site, should be periodically calibrated from Authorized Test Laboratory & the certificate to be submitted to Estate Department.
- Periodical cleaning, testing & routine maintenance of systems are to be done as recommended by manufacturers, and as directed by Electrical Engineer/ Estate Incharge.

- It shall be the responsibility of the Contractor for the safety of service providers/
 work force and maintain cleanliness of the installation/equipment's particularly which
 are under his sole possession/use as required. All his service providers shall be
 provided with Identity Card as per the norms of RBI.
- The Contractor shall furnish local contact telephone number, Mobile number & contact address.
- The Contractor shall be responsible to maintain records and furnish data about mandatory tests i.e. insulation and earth tests of all the installation as per Indian Electricity rules & IS specifications.
- The Contractor shall be responsible to keep the installations & area where installation is installed neat & cleaned. The cleaning of installations & their surroundings should be carried out on day to day basis by the firm's electricians. The contractor is also responsible to provide & maintain records at the site e.g., attendance of duty staff, logbooks for equipment etc. as required.
- It shall be the sole responsibility of contractor to maintain and hand over back the installations in good working conditions, covered under the above contract after completion of operation & maintenance services.
- The Contractor shall be responsible for the equipment's, materials handed over to him, and in case of any mishandling or missing the same shall be replaced or repaired at his own risk and cost.
- All dismantled/unused materials shall remain the property of RBI and shall be the responsibility of the contractor to return the same to Caretaker/ Estate Department periodically as required.
- Any damage done to the existing installation, equipment or to the building particularly due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same without any cost to RBI.

- The contractor shall make own arrangements for transport and other logistics to service providers / work force.
- The Contractor or his senior representative shall visit the site at least once a month and meet the Estate Department to take instructions, monitor operations and review the complaint register/site order books, thereby attending the site requirements efficiently & effectively, failing which In-charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.
- RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending on site requirement for execution of the work mentioned in the scope of work without any additional cost.
- Lodging complaints, liasioning with and follows up with concerned authorities for rectification/ restoration of the system and fix schedule for Preventive maintenance of the electrical systems.
- The above list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy maintenance & operation of the system concerned will be considered in part of scope of work.
- The contractor's workmen 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 Staffs / Technicians on Sunday / Bank holidays also, if Bank desired & or in case of emergency without any extra charges / payments.
- 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 office premises. In case of absence of regular technician, the alternate person shall be authorized by the contractor to carry out the maintenance work in the Residential colonies with the contractor's signature duly authenticated. The Contractor will be required to work after obtaining necessary entry pass issued by

the competent authority as appointed by the employer. All such staff should have photo identify cards with address, duly signed by the Tenderer.

- All tools and machinery required for routine maintenance work such as pliers, cutter, screw drivers, spanner set, blowers, drill machine, meggar, multimeter, earth tester, pipe wrench, cotton waste, safety belts, cleaning materials, soap, medical first aid box, grease, oil & detergent for servicing of electrical appliances, gland packing, & tools & plants etc., shall be provided by the contractor. No extra payment will be made for the same. Each individual workman should have a comprehensive electrical tool kit with all necessary equipment's i.e. tester, screwdriver set, multi meter, plier etc.
- The contractor shall depute Technician / workmen of proven capability. Contractor
 will be held responsible for any mischief / damages that may take place in the
 working office premises on account of wireman's negligence.
- 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.
- The Technician's license & Educational certificates Along with experience certificate duly attested by firm, contractor's license copies duly self-attested as per contract and their contact Telephone Nos. and Cell Nos. shall be handed over to the Bank.
- The Technicians / contractor should attend to the breakdown call immediately even after his stipulated time is over. Major complaints shall be attended immediately, and no extra payment will be made for same.
- The contractor should visit the office and meeting may be held with the concerned authority at least once in a week to sort out the problems faced by the contractor/ their staffs.

- A register shall be maintained by the contractor for routine / preventive maintenance works. The register shall be produced to the J.E. (E) once in a quarter.
- Payment will be made on monthly basis after completion of satisfactory work, duly certified by competent authority / Bank's officials and submission of the required documents.
- Bank will not accept any liability for any mishap / accident for all the staff deputed by
 the Firm while working in the Banks office premises. Proper insurance cover for all
 the labours posted for the work shall be obtained and copy submitted to the banks
 for record. The contractor shall be responsible for take all insurances at his 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 entire contract period.
- Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work.
- On receipt of intimation from the Bank of the acceptance of his / their tender, the
 successful tenderer shall be bound to implement the contract and within 15 days
 thereof. The successful tenderer shall sign an agreement in accordance with the
 draft agreement and the Schedule of Conditions but the written acceptance by the
 Reserve Bank of India of a tender will constitute a binding contract between the
 Reserve Bank of India and the person so tendering whether such formal agreement
 is or is not subsequently executed.
- To provide all tools, machinery and accessories required for preventive maintenance
 / routine works, such as pliers, cutter, screwdrivers, spanner set, drilling machine,
 pipe wrench, meger, earth meger, broom, cotton waste, mulmul cloth, drill bit, screw,
 rawal plug, PVC insulation tape, water proof insulation tape etc. by the contractor.
 The Bank accepts no liability for any mishap / accident caused while working in the
 Bank's premises.

- Compulsory presence of contractor on the days of important meetings, functions at RBI & as & when informed by the Estate Cell.
- The following Registers shall be maintained by the Contractor: -
- Complaints register kept under the supervision of concern premises caretaker.
- DG set Logbook register.
- Diesel oil logbook register.
- UPS Logbook register, if any.
- Workers/ Technicians deployment on shift basis register.
- Daily work done in Shift to be maintained in Register.
- Attendance Register.
- Any other log books as directed by Estate In charge.
- The above registers shall be inspected by Estate Cell for their verification.
- Providing of all essential tools / consumables to his staff for day to day maintenance & emergency works.
- Providing of all safety equipment, materials, uniforms (2-sets/annum), safety shoes, insulated gloves, raincoats/umbrella, caps, torch, Mobile phone & their recharge coupon to all staffs, Tool-sets etc. to his all-individual staffs.
- Provide necessary training to his staff on quality, safety & technology before engaging them on works.
- If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.
- The Contractor has to arrange repairs, maintenance, fittings of fixtures etc.
 for the installations in the campus of all heights & depths.

- The Contractor and his staff shall strictly follow the Standard Industrial Safety
 & Security Norms.
- Service / Maintenance Report should be maintained in each case and should be submitted duly countersigned by the Contractor & user/ complainant while submission of monthly bill. Report should contain the following details:
- a) Date & Time of call

- e) Probable cause
- b) Date & Time of report
- f) Action taken
- c) Date & Time of restoration replaced, if any.
- g) Description of Components

- Nature of failure
- Periodical cleaning, testing & routine maintenance of electrical systems are to be done as recommended by manufacturers, and as directed by Site incharge/ Estate In-charge.
- It shall be sole responsibility of the Contractor for the safety of service providers /
 work force and maintain cleanliness of the installation/equipment's particularly which
 are under his sole possession/use as required. All his service providers shall be
 provided with Identity Card as per the norms of RBI.
- The Contractor shall furnish local contact telephone number, Mobile number & contact address.
- The Contractor shall be responsible to maintain records and furnish data about mandatory tests i.e. insulation and earth tests, Quarterly, Half yearly, Annual Preventive maintenance of all the Electrical installations etc. as per Indian Electricity rules & IS specifications.
- The Contractor shall be responsible to keep the installations & there surrounding & area where installation is installed neat & cleaned. The contractor is also responsible

to keep/maintain records for the same at the site e.g. attendance of duty staff, log books for equipment etc. as required.

- It shall be the responsibility of contractor to maintain and handed over back the installations covered under the scope of service after completion of said AMC works in good working condition as required.
- The Contractor shall be responsible for the equipments, materials handed over to him, and in case of any mishandling, misusing or missing the same shall be replaced or repaired at his own risk and cost.
- All dismantle/unused materials shall remain the property of RBI and shall be the responsibility of the contractor to return the same to Bank's caretaker periodically as required.
- Any damage done to the existing installation, equipment or to the building particularly due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same without any cost to RBI.
- The contractor shall make own arrangements for transport and other logistics to service providers / work force.
- The Contractor or his bonafide senior representative shall visit the site at least once a month and meet the Estate Cell to take instructions, monitor operations and review the complaint register/site order books, thereby attending the site requirements efficiently & effectively, failing which In-charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.
- RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending up onsite requirement for execution of the work mentioned in the scope of work without any additional cost.

- The list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy operation of the system concerned will be considered in part of scope of work.
- The contractor's workmen 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 required or in case of emergency or any essential work i.e. any breakdown etc. without any extra charges/payment.
- The contractor shall furnish bio data along with the copy of Govt. approved identity card, recent passport size photograph, mobile no. etc. of the person deployed for the work in the office premises. In case of absence of regular technician, the alternate person shall be authorized by the contractor to carry out the maintenance work in the Office 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 Tenderer.
- All tools and machinery required for routine maintenance work such as pliers, cutter, screw drivers, spanner set, blowers, drill machine, meggar, multimeter, earth tester, pipe wrench, cotton waste, safety belts, cleaning materials, soap, medical first aid box, grease, oil & detergent for servicing of electrical appliances, gland packing, & tools & plants etc., shall be provided by the contractor. No extra payment will be made for the same. Each individual workman should have a comprehensive electrical tool kit with all necessary equipments i.e. tester, screw driver set, multi meter, plier etc.
- The contractor shall depute Technician / workmen of proven capability. Contractor will be held responsible for any mischief / damages that may take place in the working office premises on account of wireman's negligence.

- 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.
- The Technician's license, contractor's license copies and their contact Telephone
 Nos. and Cell Nos. shall be submitted to the Bank.
- The Technicians / contractor should attend to the breakdown call immediately even after his stipulated time is over. Major complaints shall be attended immediately, and no extra payment will be made for same.
- The contractor should visit the office and meeting may be held with the concerned authority) at least once in a week to sort out the problems faced by the contractor/staff.
- A register shall be maintained by the contractor for routine / preventive maintenance work. The register shall be produced to the Estate Department once in a quarter.
- Payment will be made on monthly basis after completion of satisfactory work (duly certified by concern premises caretaker / Bank's officials.
- Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Banks office premises. Proper insurance cover for all the labours posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall responsible for take all insurances at his 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.
- Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work.

- The Contractor shall not be entitled to any compensation for the death of any staff deployed by them & any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefor. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein
- The contract also includes some minor repair work and there shall be no separate payment made for the minor work such as repairing of Ceiling fan, exhaust fan, geysers (Kitchen as well as the Bathroom) and all motors, etc.
- To check all the earth stations and insulation resistance of cables and submit the test report for the same once in six months along with the bill failing which a Penalty may be imposed according to the CONDITION OF CONTRACT. To pour the water in all the earth stations once in a month and submit the report in ANNEXURE-V and ANNEXURE -VI along with monthly bill. To clean all common area lighting fixtures once in a quarter.
- To carryout regular / periodical maintenance and tightening of all electrical connections of MCB DB's and pump room starters/panels and submit the report to the concerned Bank's Engineer.
- To keep all electrical installations in up-to-date condition and complaints of any residents should not be kept pending. To clean all the enclosures of all the electric meters once in a month and keep the same in hygienic condition as per the Electrical Safety measures.

- To check all the safety (electric and mechanical) of all the ceiling, cabin and wall fans and clean them once in a quarter and the report for the same as per (ANNEXURE-II) shall be submitted along with monthly bill. To replace the faulty parts such as split pin, quarter pin, rubber bush etc. (except fan motor and fan blade).
- To register electric supply failure complaint with electricity authority and follow-up till
 restoration of electric supply (in the event of failure of electric supply of complete
 colony/common area including all staircase lighting).
- To maintain a register for preventive maintenance kept with caretaker is the sole responsibility of Firm
- All electrical accessories required for the replacement in the Bank colony will be supplied by the Bank. To clean / replace/ install tube light fittings/ street light fittings/ geysers/ ceiling fans/ exhaust fans/cabin fan/ wall fan/ pedestal fan/ CFLs/ fluorescent tube light/ PL tubes/ refrigerator/ washing machine electrical switching material (accessories) supplied by Bank.
- The electric stock register must be maintained by Firm's Technician on daily basis. If any discrepancy noticed, that will be recovered from firm.
- To obtain signature in the complaint book after rectification of complaint from the concern department. Write the reason for incomplete rectification of complaint in the remark column for the respective complaint in the complaint book.
- To report the pending complaints to Caretaker on the very next day by lodging the complaint in complaint register.
- To report Estate Department Authority about any dispute arises between Bank staffs and Technician posted in the colony.
- To clean the floor area where repair work is carried out and remove the packing boxes of electric materials and insulation removed from wire after completion of the works.

- To ensure making entry in the separate register kept with security guard posted at Main Entrance for in & out timing by contractor himself & their staffs will be the sole responsibility.
- To obtain working pass from Bank for their skilled technicians and helpers to be posted in the Bank premises to attend the complaints will be sole responsibility of the firm.
- To carry out only the work stated in the scope of work of above contract by the skilled technicians posted in Bank premises. Other works for which contractor is claiming separate bill shall not be carried out from the licensed technician posted in the colony during the period stated in the BOQ.
- To obtain storage space for keeping tools and material required for day today
 maintenance in the Bank premises. To handover the removed materials to the
 Bank's caretaker and keep the record in the separate register of such things and
 obtain signature of the caretaker in the register.
- Liaisoning with electricity authority will be the sole responsibility of the firm. Bank will
 reimburse the fees deposited with electricity authority, if any, after submitting the
 required receipt to the Bank.
- To maintain Bank Electrical Goods stock Resister & submit to caretaker on daily basis. If any discrepancies to be noticed in the same resister will be the sole responsibility of the firm.
- In case the contractor fails to rectify the defects developed during the "the
 contract Period" within a reasonable period i.e. 2-hrs, a show cause notice
 shall be issued to him. If he fails to take required action or his response is not
 considered satisfactory, the cost of rectification (upto 10% of the contract
 value) will be adjusted by the Bank from any other sum payable by the Bank
 to them for any other contract.

• Caution Money for Low/Abnormally low/Unworkable Rates Items of work: The Bank, if required, may insist that the tenderer, who is being considered for award of work, a bank (financial) guarantee for performance of the contract in respect of items of work for which the tenderers have quoted low/unworkable rates during evaluation of the tenders. The tendered should accept to submit with the Bank, a bank (financial) guarantee (to be issued by any Scheduled Commercial Bank) for some specified amount (caution money) for due performance of their contract, if awarded, in respect of the low/abnormally low/ unworkable rates items of work. This is done with a view to ensure contractor's commitment for execution of low/abnormally low/ unworkable rates items of work strictly as per the specifications in workman like manner, using quality materials, and within specified time periods. The standard format in which the said bank guarantee may be obtained from the successful tenderer within 14 days after award of the contract shall be as per Annexure VII.

 Police verification report of all staffs/ technicians deputed on duty must be submitted to Bank Authority by the Bidder within 45-days from award of work.

Note: Contractors are requested to quote their rates after visiting Bank's all Premises confirming to the conditions and the detailed scope of work stated in this tender.

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

PΙ	ac	e
D	ate	٠.

Section-VII

CHECK LIST

(To be filled -in by the bidder)

Sr. No.	Documents/ Confirmation to be uploaded in MSTC portal	(Yes/No)
1	Earnest Money Deposit 2% of Estimated amount by NEFT/ Demand Draft/ Bank Guarantee	
2	Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents	
3	List of resources/manpower to be deployed full time, along with their qualifications/experience certificates, Police verification report, a Xerox copy of their Aadhar card etc. duly attested by Firm & the same to be submitted by Firm.	
4	List of deviations, if any, in commercial terms and conditions	
5	List of deviation, if any, in technical aspects.	
6	Whether the bidder has visited the site and satisfied himself with all aspects of work which may have bearing on rates	
7	Part II contains only priced bill of quantity along with duly filled in cost break up details, without any conditions.	
8	A xerox copy of required certificate to proof their qualification along with his experience certificate of electricians/technicians duly attested by the Firm to be submitted.	
9	Police verification report of all employees deployed by the bidder to be submitted with in 45-days	

Date

Seal & signature of the contractor

Place

Check list

Sr. No	Activity	(Yes/No)
1	Deployment of skilled Electrician/Technicians on daily basis including Saturday, Sunday & Holiday.	
2	Electrical works, which are not attended and rectified within 24 Hrs, (except rectification to be done by CESC), a penalty will be imposed as per provision of clause -3.25 of section-III of the same Tender	
3	Pouring Water to earth pits/stations, as & when required & as per instruction of Bank's Engineer.	
4	Cleaning of common area light fittings on quarterly basis.	
5	Cleaning of energy meter room & their surroundings on daily basis.	
6	Cleaning and servicing of electric distribution of all water pump- motor set & their starter on monthly basis & as & when required.	
7	Carrying out Preventive maintenance of all electric installations provided in side colony on quarterly basis.	
8	Checking of electrical/ mechanical safety of all ceiling fans/Wall fans provided inside flats & common area of the colony & a certificate/ report to be submitted to caretaker by the firm.	
9	Measurement of earth resistance of all earth pits provided in colony to be taken on Half-yearly basis & a certificate/ report to be submitted to Bank by the firm.	
10	Servicing & descaling of all geysers installed in the colony to be done once in year & a report to be submitted to bank by the firm.	

Signature of contractor

Annexure II

Quarterly Cleaning, checking, testing, tightening of all Power distribution centre, MCB DBs provided at different floors

Sr.	Flat	Dete		S	Signature	
No.	No.	Date	Location	Technicians	Contractor	Caretaker

Annexure III

Yearly Cleaning/servicing of cabin fan/Ceiling fan/Exhaust Fan/Pedestal fans etc.

Dete	Signature					
Date	Location	Technicians	Contractor	Caretaker		
	Date	Date Location				

Annexure IV (A) Quarterly servicing of Power Distribution Center

Sr. No.	Data		Signature							
No.	Date	Location	Technicians	Contractor	Caretaker					

Annexure IV (B)

Yearly servicing of MCB DBs provided inside flats

Sr.	Dete	Date Signature					
No.	Date	Location	Technician	Contractor	Caretaker		

Annexure -V

Half-Yearly measurement of the Earth Resistance

Sr. No.	Data	Location	Location	sta Location	Data Location	R in	Signature			
No.	Date	Location	Ohm(Ω)	Technician	Contractor	Caretaker				

Annexure -VI

Quaterly Checking of earth pits and Maintenance of Earth pits

		ate Location	cation Date	Pouring of water of in earth pit, if required	Signature		
Sr. No.	Date				Technician	Contractor	Caretaker

Annexure VII

Proforma of Bank Guarantee for Performance of the contract in respect of items of work for which the tenderer has quoted low/unworkable rates

Regional Director / Place Reserve Bank of India, Kolkata

Dear Sir/Madam,

Bank of India.

5. We hereby further agree that:

Name of work: Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai
(hereinafter called "the Employer") has invited tenders for
work - hereinafter referred to as "the work") on
the terms and conditions mentioned in the tender documents.
It is one of the precondition of the Employer for awarding the contract that the tenderer shall
furnish a performance bank guarantee for sum of Rs/- (Rupees
only) (hereinafter referred to as "the caution money") for satisfactory execution of those
items of works, for which the tenderer have quoted low/unworkable rates (hereinafter
referred to as "the low rates items of work".)
M/s, (hereinafter called as "the Tenderer"), who are our constituents, have
tendered for the said work and for award of the work need to submit Performance Bank
Guarantee for low rated items and have requested us to furnish guarantee to the Employer
in respect of the said sum of Rs/- (Rupees only). NOW THIS GUARANTEE WITNESSTH
1. We (name of the Scheduled Bank) do hereby agree with and undertake to the
Reserve Bank of India, their successors, Assigns that in the event of the Reserve Bank of
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India coming to the conclusion that the Tenderer have not performed their obligations under
the said conditions of the tender or have committed a breach thereof, which conclusion shall
be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of
India, pay without demur to the Reserve Bank of India, a sum of Rs/- (Rupees
only) or any lower amount that may be demanded by the Reserve Bank of India. Our
guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of
the low rated items of work for the due performance of the obligations of the Tenderer under
the said additional Conditions, provided, that our liability against such sum shall not exceed
the sum of Rs/- (Rupees only).
2. We also agree to undertake to and conform that the sum not exceeding Rs/-
(Rupees only) as aforesaid shall be paid by us without any demur or protest, merely
on demand from the Reserve Bank of India on receipt of a notice in writing stating the
amount is due to them and we shall not ask for any further proof or evidence and the notice
from the Reserve Bank of India shall be conclusive and binding on us and shall not be
questioned by us in any respect or manner whatsoever. We undertake to pay the amount
claimed by the Reserve Bank of India within a period of one week, from the date of receipt
of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall
be independent of the agreement of agreements or other understandings between the
Reserve Bank of India and the Tenderer.

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

 (a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or grating of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs/- (Rupees only). (b) Our liability under these present shall not exceed the sum of Rs/- (Rupees only).
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 (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents. (d) This guarantee shall remain in force up to (date) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said herein. (e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder. Yours' faithfully, For and on behalf of
(Seal of the Scheduled Bank)
Signature of the Authorized Official
(Name, designation, date etc.)
Note - This guarantee will require stamp duty as applicable in the State of, where it is executed and shall be signed by the official whose signature and authority shall be

Section VIII

Proforma of Bank Guarantee for Security Deposit

`	e submitted on Non-ju of the issuing bank)	udicial stamp paper	of appropriate va	llue purchased in the	Э
No		Date	_		
То:					
Estate	Regional Director e Department rve Bank of India ta				
Dear (Sir/Madam,				
only) fin terr day E per th docun the se in the	nsideration of your agreements relating thereof to you by their contract vectorical maintenance of Tender dated nents relating thereto the forth or referred to manner hereinafter countries with you as follows:	with you for Annual ce works in RBI Co and your Spectosubject to the condin your Contract dat contained, we((hereinafter refe maintenance of blony Alipore & cial Conditions of itions and altera ed in the	rred to as "the Control (AMC) for Dover Lane at Koll for Contract and other tions mutually agree form of guarantee f	nactor") Day to kata as tender d upon rom us
1.	charges or expense Notwithstanding any has made any such entitled by reasons you to establish you	NR(only nay be caused to or any be caused to or and in the event of the yof the work underformance of any of a true intent and means or sums not excess may be claimed by a by reason of such other thing to the contrary default or defaults a thereof will be bindir ur claim or claims upon the contract of the contr	y) against any losuffered by you fany of the term he Contractor mer the said Conthe terms and conting thereof, we define in total the you as your lost default on the pand the amount on gon us and we nder this Guara	ss or damage cause by reason of any breason of any breason of any breason aking any default or atract or otherwise onditions relating the shall forthwith on desaid sum of INR ses and/or damages art of the Contractor is to whether the Corramounts to which y shall not be entitled	ed to or each or ntained default in the ereto in lemand (, costs, . ntractor you are I to ask
3.	forthwith on your de This guarantee sha application by the Co	all continue and hol	d good until it i		

Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

- 4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
- 5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR (INR only) as aforesaid.
- 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
- 7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
- 8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
- Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
- 10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any

- amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
- 12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
- 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
- 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
- 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____(INR _____only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
- 16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED (For & on behalf of the above-named Bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address ______

Annexure -C

KEY PERSONNEL PROPOSED FOR THE AMC

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

Sr. No.	Designation	Minimum No. of personnel	Technical Qualification/Total years of Relevant Experience	Additional Details in Annexure if any
1	Skilled Workmen (in electrical trade as mentioned in its relevant Clause)	6		

Annexure -D

(The successful Contractor's should give following declaration (1 & 2) along with the bills).

I, Shri/Smtbeing of	he rules and regulations											
of India, Kolkata, do hereby declare that I have adhered to the	he rules and regulations											
•	G											
stipulated in Contract Labour (Regulation and Abolition) Act,1970	and Control Covernment											
stipulated in Contract Labour (Regulation and Abolition) Act,1970 and Central Government Minimum Wages Act,1948 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workment.												
							supervisor engaged by me in connection with the work entrusted to me by the Bank, as per					
							prevailing CLC rates.					
Place:												
Date: Seal & sign	ature of the contractor											
2. <u>GST</u>												
I do hereby declare that the GST Registration Number of misand the GST claimed in the bill will be paid after receipt of the same from RBI.	•											
I will inform RBI in due time about the payment of GST to Govern	nment of India.											
Place:												
Date: Seal & signa	ture of the contractor											

Annexure-E.

Call Sheet for Electrical maintenance work at RBI Kolkata

Name of the Contractor:		
Complaint No.:		Date:
Dept./Sec:		
Nature of the Complaint: 1)	1)	Actual work carried out:
2)	2)	
3)	3)	
Detail of Replacements, if any		
Date of work attended:		
Job completed to my satisfaction and ite	m as mentione	ed actually used.
Name & Signature of Concerned Reside	nt:	
List of old replaced material handed over	r to Bank:	

Seal & Signature of Supervisor/Contractor with Date

Signature of Bank Caretaker with Date

Annexure-F.

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director Reserve Bank of India Estate Department, Kolkata-700001

Dear Sir

NAME OF WORK: Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata

We					(Na	me of th	ne Bidder ar	ıd addre	ss of
their	registered	office)	do here	by constit	ute, appoir	t and	authorize	Mr. /	Ms.
							(Name ar	nd reside	ential
addre	ss of Powe	r of Atto	rney holde	er) who is p	resently em	ployed	with us and	holding	g the
positi	on of							as	our
attorn	ey, to do in	our nam	e and on o	our behalf, a	all such acts	, deeds	and things	necessa	ary in
	ection with o				•	•		0 0	
	ission of all		•	•		•			
India	(RBI), repre	senting	us in all m	atters befor	e RBI, and	general	lly dealing w	ith RBI	in all
matte	rs in connec	ction with	our propo	sal for the	said Project				

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

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder Name/(s) Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized Power of Attorney furnished by Contractor shall be irrevocable.



Reserve Bank of India Estate Cell KOLKATA Office

(e-Tender No- RBI/KOLKATA Regional office/Estate/..../24-25/ET/......[AMC- for Day to day electrical works])

e - TENDER FOR

Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

Name of Bi	dder:	 	
Address:		 	

Date and time of Invitation of e-Tender – August 22 2024; 17:00 Hrs.

Date and time of Pre-bid meeting – September 13 2024; 11:00 Hrs.

at 3rd Floor, Estate Department, RBI KOLKATA Office.

Last date of Submission of e-Tender – September 23, 2024; 11:00 Hrs.

Date and time of opening of e-Tender - September 23, 2024; 11:30 Hrs

e-tender invited trough e-procurement website https://www.mstcecommerce.com/eprocn/index.jsp

Section IX

Preamble to schedule of quantity

Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

- i. Contractors are advised to quote their rates after visiting the above premises & understand the scope of works as mentioned.
- ii. Carrying out the general maintenance works by engaging skilled experienced technically qualified workmen for overall supervision of all works.
- iii. The labours engaged with electrician shall also be utilized as helpers for attending day to day complaints/maintenance works, if needed.
- iv. Tool & plants means (Drill machine, brush, ladders, sweeper trolley, duster, or any other tools as per the requirements at work site for electrical maintenance works etc.
- v. Cleaning material means (Harpic, Colin, diluted acid, detergent of approved quality, CP brass fittings cleaning materials like glitz etc.).
- vi. The rates shall include the cost of all consumables & sundry items like, Teflon tape, electric PVC tape, etc., as required to attend day-to-day electrical maintenance works. However, the cost of items like fuses, switches, sockets etc. will be paid separately as per approved standard approved rates/ market rates.
- vii. The rates shall be applicable for attending complaints at all heights, floors, levels and the contractor has to make his own arrangements of ladder /scaffolding, etc. required to attend day to day complaints.
- viii. The rates shall inclusive of transportation charges, all types of taxes **inclusive GST**, profits and overheads etc.
- ix. The payment of bills will be made on monthly basis after certification by the Caretaker or any other person deputed by the Bank for this purpose.
- x. All the complaints /works shall be attended in time.
- xi. The payment for all other materials to be replaced by the Contractor as per the direction of Bank Authority shall be paid separately on the Bank's Standard Approved Rate (SAR). However, the rates not define in SAR shall be paid as per market rate subject to production of tax paid invoice against the such material replaced.

Un Priced Bill of Quantities (BOQ)

Annual maintenance contract (AMC) for Day to day Electrical maintenance works in RBI Colony Alipore & Dover Lane at Kolkata.

S. No.	DESCRIPTION OF WORK (S)	QTY.	UNIT
1	Charges per Annum for Annual maintenance contract (AMC) for Day to day electrical maintenance contract of various electromechanical installations installed in Bank colonies Alipore & Dover Lane located at Kolkata, as per detailed scope of works mentioned in Part-I of this tender by deploying minimum number of manpower as mentioned in Section VI. Total amount inclusive of GST, local levies, if any, etc.)	12	Months

Place:	Signature of Contractor with Seal
Date:	