



ई-निविदा आमंत्रित करने की सूचना [एनआईटी]

मुख्य कार्यालय परिसर, भारतीय रिज़र्व बैंक, देहरादून में बागवानी, बागवानी और भूनिर्माण सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध

ई-निविदा प्रक्रिया के माध्यम से दो भागों में ऑनलाइन निविदाएं ट्रेड नंबर: 15 में सूचीबद्ध ठेकेदारों से आमंत्रित की जाती हैं - **श्रेणी 5 और 6 के तहत बागवानी/भूनिर्माण/बागवानी का विकास और रखरखाव, अर्थात् ₹10.00 लाख से अधिक लागत वाले ₹25.00 लाख तक के कार्य और ₹25.00 लाख से अधिक लागत वाले कार्य ₹50.00 लाख तक** में सूचीबद्ध हो। यह अनुबंध निविदा देने की तारीख से 31 मार्च, 2025 तक वैध रहेगा तत्पश्चात 02 वार्षिक नवीनीकरण 2025-26 और 2026-27 के लिए निविदा दस्तावेज़ में वर्णित शर्तों के अनुसार रहेंगे तथा इस निविदा की अनुमानित लागत लगभग ₹11,84,000/- सभी करों सहित 12 महीनों के लिए रहेगी।

2. ऑनलाइन निविदाएं 18 जुलाई, 2024 को दोपहर 03:00 बजे से सभी पात्र बोलीदाताओं को देखने/डाउनलोड करने के लिए उपलब्ध होंगी।

3. जो बोलीदाता तकनीकी बोली के साथ बयाना राशि जमा (ईएमडी) प्रस्तुत नहीं करते हैं, उन्हें निविदा खोलने के लिए विचार नहीं किया जाएगा। एनईएफटी द्वारा भुगतान किया गया ईएमडी (प्रमाण के साथ) 08 अगस्त, 2024 को दोपहर 02:30 बजे तक हम तक पहुंचने चाहिए इसके लिए ईमेल - estatedehradun@rbi.org.in के माध्यम से सूचना भेज सकते हैं।

4. इच्छुक बोलीदाताओं की प्री-बिड मीटिंग (ऑफ-लाइन मोड) 25 जुलाई, 2024 को दोपहर 01:00 बजे भारतीय रिज़र्व बैंक, प्लॉट नंबर 16-17, आईटी पार्क, सहस्त्रधारा रोड, देहरादून में आयोजित की जाएगी।

5. निविदा दस्तावेज़ में उल्लिखित सभी दस्तावेज़ एमएसटीसी साइट पर अपलोड किए जाने चाहिए। इसे बैंक द्वारा मूल्यांकन के लिए डाउनलोड किया जाएगा।

6. मूल्यांकन के बाद, यदि कोई बोलीदाता किसी भी निविदा शर्तों के अनुपालन में नहीं पाया जाता है, तो उनकी बोली निविदाओं को बैंक द्वारा अस्वीकार कर दिया जा सकता है।

7. निविदाओं का भाग-I और II 08 अगस्त, 2024 को दोपहर 03:15 बजे बोलीदाताओं के अधिकृत प्रतिनिधि की उपस्थिति में ऑन-लाइन खोला जाएगा, जो उद्घाटन के समय उपस्थित होना चाहते हैं।

8. बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

9. यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धरण देने के लिए खुला निमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को अनदेखा किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार भारतीय रिजर्व बैंक में भर्ती होने के लिए आवेदन कर सकते हैं।

स्थान:

क्षेत्रीय निदेशक
भारतीय रिजर्व बैंक
देहरादून

निविदा की अनुसूची

क. ई-निविदा नं.	RBI/DEHRADUN REGIONAL OFFICE/Estate/1/24-25/ET/224
ख. कार्य का नाम	मुख्य कार्यालय परिसर, भारतीय रिज़र्व बैंक, देहरादून में बागवानी, बागवानी और भूनिर्माण सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध
ग. निविदा की प्रक्रिया	ई-प्रापण प्रणाली (ऑनलाइन भाग-I और भाग-II- www.mstcecommerce.com/eprocn के माध्यम से मूल्य बोली)। निविदा दस्तावेज में ई-निविदा के लिए दिशा-निर्देश दिए गए हैं।
घ. बोलीदाताओं के लिए निविदा के डाउनलोड हेतु उपलब्ध होने की तिथि	जुलाई 18, 2024 को अपराह्न 03:00 बजे
च. बयाना राशि	प्रत्येक बोलीदाता से ₹23,680/-
छ. बयाना राशि जमा करने की अंतिम तिथि	अगस्त 08, 2024 को अपराह्न 02:30 बजे
ज. बोली पूर्व बैठक की तिथि	जुलाई 25, 2024 को अपराह्न 01:00 बजे
झ. बैंक की वेबसाइट पर बोली-पूर्व बैठक के कार्यवृत्त का प्रकाशन	26 जुलाई 2024
ट. ई-निविदा के खुलने की तिथि	जुलाई 18, 2024 को अपराह्न 03:00 बजे
ठ. भाग I (तकनीकी-वाणिज्यिक बोली) और भाग II (मूल्य बोली) जमा करने के लिए ऑनलाइन ई-निविदा के समापन की तिथि	अगस्त 08, 2024 को अपराह्न 03:00 बजे
ड. ईनिविदा भाग I और II के खुलने की तिथि	अगस्त 08, 2024 को अपराह्न 03:15 बजे
ढ. पात्रता मानदंड	ट्रेड-15 में पैनल में शामिल ठेकेदार: श्रेणी 5 और 6 के तहत बागवानी/भूनिर्माण/बागवानी का विकास और रखरखाव, यानी ₹10.00 लाख से अधिक लागत वाले ₹25.00 लाख तक के कार्य और ₹25.00 लाख से ₹50.00 लाख तक के कार्य
त. लेनदेन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान।

स्थान:

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
देहरादून



निविदा - भाग I
तकनीकी-वाणिज्यिक बोली

**मुख्य कार्यालय परिसर, भारतीय रिज़र्व बैंक, देहरादून में बागवानी, बागवानी और भूनिर्माण
सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध**

यह दस्तावेज़ भारतीय रिज़र्व बैंक (आरबीआई) की संपत्ति है। उक्त कार्य के लिए भारतीय रिज़र्व बैंक को प्रत्युत्तर देने के प्रयोजन को छोड़कर, भारतीय रिज़र्व बैंक की लिखित अनुमति के बिना इसे किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा रूप में कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। इस दस्तावेज़ की सामग्री का उपयोग अधिकृत कर्मियों / एजेंसियों द्वारा यहां निर्दिष्ट उद्देश्य के अलावा किसी भी उद्देश्य के लिए, सख्त वर्जित है और कॉपीराइट उल्लंघन के अधीन है और तदनुसार भारतीय कानून के तहत दंडनीय है।



अस्वीकरण

भारतीय रिज़र्व बैंक, देहरादून (बैंक) ने यह निविदा दस्तावेज तैयार किया है। संभावित निविदाकर्ताओं को यह सूचना उपलब्ध कराई गई है ताकि वे ताकि वे मुख्य कार्यालय परिसर, भारतीय रिज़र्व बैंक, देहरादून में बागवानी, बागवानी और भूनिर्माण सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध के लिए बोली लगा सकें।

यह निविदा न तो किसी पक्ष के साथ करार है, न ही किसी पार्टी को किसी भी प्रकार का कार्य करने के लिए आमंत्रित करती है। इस निविदा का उद्देश्य सभी इच्छुक पक्षों के साथ बैंक की आवश्यकताओं को साझा करना है ताकि वे अपनी बोली प्रस्तुत करने में सक्षम हो सकें। हालांकि बैंक ने यहां निहित जानकारी की तैयारी में उचित सावधानी बरती है, बैंक यह दावा नहीं करता है कि जानकारी संपूर्ण है। इस निविदा के उत्तरदाताओं को अपनी पूछताछ करने की आवश्यकता होती है और उन्हें केवल निविदा में जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा कोई उचित जांच-पड़ताल नहीं की जाती है तो बैंक जिम्मेदार नहीं है। बैंक इस निविदा के साथ आगे नहीं बढ़ने, इस दस्तावेज़ में परिलक्षित समय-सारणी को बदलने या लागू की जाने वाली प्रक्रिया या कार्यविधि को बदलने का अधिकार सुरक्षित रखता है। यह किसी भी प्रतिवादी के साथ निविदा पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। अपनी बोली प्रस्तुत करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार या किसी कारण से हुई लागत की कोई प्रतिपूर्ति का भुगतान नहीं किया जाएगा।



खंड I - पात्रता मानदंड और महत्वपूर्ण जानकारी

1.1 कार्य का नाम: मुख्य कार्यालय परिसर, भारतीय रिज़र्व बैंक, देहरादून में बागवानी, बागवानी और भूनिर्माण सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध

1.1.1 पात्रता मानदंड: ट्रेड-15 में पैनल में शामिल ठेकेदार: श्रेणी 5 और 6 के तहत बागवानी/भूनिर्माण/बागवानी का विकास और रखरखाव, यानी ₹10.00 लाख से अधिक लागत वाले ₹25.00 लाख तक के कार्य और ₹25.00 लाख से ₹50.00 लाख तक के कार्य

1.2 महत्वपूर्ण जानकारी:

कार्य की अनुमानित लागत	12 महीनों के लिए लगभग ₹11,84,000/- (सभी करों सहित)
बयाना जमा राशि (आईएमडी)	एनईएफटी के माध्यम से 23,680/- रुपये का ईएमडी।
बैंक परफ़ोमेंस गारंटी	धारा VII में खंड 4.11 के अनुसार
पॉवर ऑफ़ अटॉर्नी	कंपनी के मामले में निविदा दस्तावेजों पर हस्ताक्षर करने वाले व्यक्ति के पक्ष में प्रस्तुत किया जाएगा।
भुगतान की स्थिति	धारा VII में खंड 4.6 के अनुसार
दण्ड	धारा VII में खंड 4.5 के अनुसार
निविदा की वैधता	वित्तीय बोली खोलने की तारीख से 90 दिन
उत्पन्न सभी विवाद न्यायालयों के अधिकार क्षेत्र के अधीन होंगे	देहरादून
बैंक गारंटी भेजने का पता	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, प्लॉट नंबर 16-17 आईटी पार्क, सहस्त्रधारा रोड, देहरादून 248013

1.3 बैंक बिना कोई कारण बताए किसी भी या सभी बोलियों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और किसी भी नियम और शर्तों को शिथिल करने का अधिकार सुरक्षित रखता है। किसी भी बोलीदाता के पास अपनी बोली की अस्वीकृति के लिए बैंक के खिलाफ कार्रवाई या दावा करने का कोई कारण नहीं होगा।

1.4 इस निविदा के प्रत्युत्तर में प्रस्तुत सभी सूचनाएं भारतीय रिज़र्व बैंक की संपत्ति होगी और यह निःशुल्क होगी।

दिनांक:

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
देहरादून



खंड II - ई-प्रोक्योरमेंट के लिए दिशानिर्देश

बोलीदाताओं से अनुरोध है कि वे अपनी ऑनलाइन निविदा जमा करने से पहले इस निविदा के नियमों और शर्तों को पढ़ लें।

1. ई-निविदा की प्रक्रिया:

पंजीकरण: इस प्रक्रिया में एमएसटीसी ई-प्रोक्योरमेंट पोर्टल पर विक्रेता का पंजीकरण शामिल है जो निःशुल्क है। पंजीकरण के बाद ही, विक्रेता इलेक्ट्रॉनिक रूप से अपनी बोलियां प्रस्तुत कर सकते हैं। तकनीकी-वाणिज्यिक बोली के साथ-साथ मूल्य बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली इंटरनेट पर की जाएगी। विक्रेता के पास तृतीय श्रेणी का हस्ताक्षर प्रकार का डिजिटल प्रमाणपत्र होना चाहिए। वेंडरों को इंटरनेट से जुड़े पीसी से बोली लगाने के लिए अपनी व्यवस्था करनी होगी। एमएसटीसी ऐसी व्यवस्था करने के लिए जिम्मेदार नहीं है। (डिजिटल हस्ताक्षर के बिना बोलियां दर्ज नहीं की जाएंगी)।

विशेष नोट: तकनीकी-वाणिज्यिक बोली और मूल्य बोली www.mstcecommerce.com/eprocn के माध्यम से ऑन-लाइन प्रस्तुत की जानी चाहिए

1) विक्रेताओं को खुद को निम्नानुसार ऑनलाइन पंजीकृत करना आवश्यक है

www.mstcecommerce.com → ई-प्रोक्योरमेंट → न्यू कॉमन पोर्टल → वेंडर लॉग-इन

> वेंडर के रूप में पंजीकृत - विवरण भरना और स्वयं का उपयोगकर्ता आईडी और पासवर्ड बनाना → सबमिट।

2) विक्रेताओं को उनके ई-मेल पर उनके पंजीकरण की पुष्टि संबंधी एक सिस्टम जनरेटेड मेल प्राप्त होगा जो पंजीकरण फॉर्म भरने के दौरान प्रदान किया गया है। किसी भी स्पष्टीकरण के मामले में, विक्रेता ई-निविदा के निर्धारित समय से पहले आरबीआई / एमएसटीसी से संपर्क कर सकते हैं।

संपर्क करने वाले व्यक्ति (आरबीआई - केवल कार्यालय समय के दौरान):

- श्री मनोज कुमार (8002037224)
- श्री सोनू सिंह यादव (8141228253)
- श्री सिद्धार्थ (9628287348)

संपर्क व्यक्ति (एमएसटीसी लिमिटेड - केवल कार्यालय समय के दौरान):

उत्तरी क्षेत्र हेल्पडेस्क - 011-23212357, 011-23215163, 011-2321785 ईमेल - mstcnro@mstcindia.co.in

एमएसटीसी साइट पर तकनीकी सहायता: 0522-4244702, आईवीआरएस नंबर: 07969066600

सिस्टम आवश्यकताएँ:

- विंडोज 7 या उससे ऊपर ऑपरेटिंग सिस्टम
- आईई -7 और ऊपर के इंटरनेट ब्राउज़र।
- हस्ताक्षर प्रकार डिजिटल हस्ताक्षर
- सिस्टम में डाउनलोड और स्थापित करने के लिए नवीनतम अद्यतन JRE 8 (x86 ऑफ़लाइन) सॉफ्टवेयर।

DSC के लिए "सुरक्षित मोड" को अक्षम करने के लिए हस्ताक्षरकर्ता बॉक्स में निम्नलिखित सेटिंग्स लागू



की जा सकती हैं।

उपकरण = > इंटरनेट विकल्प = > सुरक्षा = > यदि सक्षम किया गया है तो संरक्षित मोड को अक्षम करें- अर्थात्, "संरक्षित मोड सक्षम करें" का उल्लेख करने वाले टिक बॉक्स से टिक निकालें।

अन्य सेटिंग्स:

उपकरण => इंटरनेट विकल्प => सामान्य => "ब्राउज़िंग इतिहास/

ब्राउज़िंग इतिहास हटाएँ" => अस्थायी इंटरनेट फ़ाइलें => "हर बार जब मैं वेबपेज पर जाता हूँ" सक्रिय करें।

सभी सक्रिय X नियंत्रणों को सक्षम करने और 'पॉप अप ब्लॉकर का उपयोग करें' को अक्षम करने के लिए

उपकरण→इंटरनेट विकल्प→ कस्टम स्तर (कृपया पृष्ठ से आईई सेटिंग्स को www.mstcecommerce.com एक बार चलाएँ)

तकनीकी-वाणिज्यिक बोली और मूल्य बोली को ऑनलाइन प्रस्तुत करना होगा www.mstcecommerce.com/eprochome/rbi. Tenders निविदा में दी गई निर्दिष्ट तिथि और समय पर इलेक्ट्रॉनिक रूप से खोला जाएगा।

निविदा में सभी प्रविष्टियों को बिना किसी अस्पष्टता के ऑनलाइन तकनीकी और वाणिज्यिक प्रारूपों में दर्ज किया जाना चाहिए।

2. लेन-देन शुल्क के लिए विशेष नोट:

विक्रेता लॉगिन में "मेरा मेनू" के तहत "लेनदेन शुल्क भुगतान" लिंक का उपयोग करके लेनदेन शुल्क का भुगतान करेंगे। विक्रेताओं को इवेंट ड्रॉपडाउन बॉक्स से विशेष निविदा का चयन करना होगा। विक्रेता के पास एनईएफटी या ऑनलाइन भुगतान के माध्यम से भुगतान करने की सुविधा होगी। एनईएफटी का चयन करने पर, विक्रेता एक फॉर्म भरकर चालान उत्पन्न करेगा। विक्रेता चालान पर मुद्रित विवरण के अनुसार लेनदेन शुल्क राशि को बिना किसी बदलाव के भेज देगा। ऑनलाइन भुगतान का चयन करने पर, विक्रेता को अपने क्रेडिट / डेबिट कार्ड / नेट बैंकिंग का उपयोग करके भुगतान करने का प्रावधान होगा। एक बार जब भुगतान एमएसटीसी के नामित बैंक खाते में जमा हो जाता है, तो लेनदेन शुल्क स्वतः अधिकृत होगा और विक्रेता को सिस्टम जनित मेल प्राप्त होगा।

लेन-देन शुल्क गैर-वापसी योग्य है। लेन-देन शुल्क के लिए भुगतान किए बिना एक विक्रेता के पास ऑनलाइन ई-टेंडर तक पहुंच नहीं होगी।

नोट



बोलीदाताओं को सलाह दी जाती है कि वे घटना के समापन समय से पहले लेनदेन शुल्क को अग्रिम रूप से भेज दें ताकि बोली जमा करने के लिए खुद को पर्याप्त समय मिल सके।

अपलोड की गई निविदाओं/शुद्धिपत्रों के बारे में सूचना निविदा को अंतिम रूप दिए जाने तक प्रक्रिया के दौरान ही ईमेल द्वारा भेजी जाएगी। इसलिए विक्रेताओं को यह सुनिश्चित करने की आवश्यकता है कि एमएसटीसी के साथ विक्रेता के पंजीकरण के समय प्रदान किया गया उनका कॉर्पोरेट ईमेल आईडी वैध और अपडेट किया गया है। विक्रेताओं से यह भी अनुरोध किया जाता है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाण पत्र) की वैधता सुनिश्चित करें।

एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-टेंडर को एक्सेस नहीं जा सकता है।

3. ई-निविदा में बोली:

(a) **23,680/- (तेईस हजार छह सौ अस्सी रुपये मात्र) की राशि की बयाना जमा राशि बैंक खाते में** 08 अगस्त, 2024 को अपराह्न 02:30 बजे या उससे पहले अंतरित की जाएगी। एनईएफटी/आरटीजीएस लेनदेन के लिए खाता विवरण इस प्रकार है।

लाभार्थी का नाम: भारतीय रिज़र्व बैंक

IFSC: RBIS0DNPA01 (पांचवें और दसवें अक्षर शून्य हैं)

खाता संख्या: 186003001

प्रेषण का साक्ष्य लेनदेन संख्या (स्कैन की गई प्रति) के साथ संलग्न/अपलोड किया जाएगा।

ईएमडी पर कोई ब्याज नहीं दिया जाएगा। निविदा आमंत्रित करने वाले प्राधिकारी द्वारा असफल विक्रेता (विक्रेताओं) की ईएमडी यथासमय वापस कर दी जाएगी।

(b) तकनीकी-वाणिज्यिक बोली और मूल्य बोली में इलेक्ट्रॉनिक बोली की प्रक्रिया शामिल है।

(c) जिन विक्रेताओं ने लेन-देन शुल्क जमा किया है, वे केवल एमएसटीसी वेबसाइट में इंटरनेट के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली जमा कर सकते हैं

www.mstcecommerce.com → ई-प्रोक्योरमेंट → न्यू कॉमन पोर्टल → वेंडर लॉगिन → इवेंट का चयन

(d) विक्रेता के पास जावा एप्लिकेशन चलाने की अनुमति होनी चाहिए। यह अभ्यास बोली फ्लोर खोलने के तुरंत बाद किया जाना है। फिर उन्हें सामान्य शर्तों / वाणिज्यिक विनिर्देशों को भरना होगा और उसी को सहेजना होगा। उसके बाद टेक्निकल बिड पर क्लिक करें। यदि यह आवेदन नहीं चलाया जाता है, तो विक्रेता अपनी तकनीकी बोली को सहेजने / जमा करने में सक्षम नहीं होगा।

(e) तकनीकी बोली भरने के बाद, विक्रेता को अपनी तकनीकी बोली रिकॉर्ड करने के लिए 'सेव' पर क्लिक करना चाहिए। एक बार ऐसा करने के बाद, वाणिज्यिक बोली लिंक सक्रिय हो जाता है और इसे भरना पड़ता है और फिर विक्रेता को अपनी वाणिज्यिक बोली रिकॉर्ड करने के लिए "सेव" पर क्लिक करना चाहिए। फिर एक बार तकनीकी बोली और वाणिज्यिक बोली दोनों को सहेजने के बाद, विक्रेता



अपनी बोली पंजीकृत करने के लिए "अंतिम सबमिशन" बटन पर क्लिक कर सकता है

(f) निविदा के भाग I (तकनीकी-वाणिज्यिक बोलियों) के पृष्ठ जहां विवरण भरे जाएंगे और हस्ताक्षर किए जाएंगे, अपलोड किए गए निविदा दस्तावेजों से डाउनलोड किए जाएंगे, विवरण भरे जाएंगे, हस्ताक्षरित और अपलोड किए जाएंगे। विक्रेताओं को दस्तावेज अपलोड करने के लिए *डॉक बटन* का उपयोग करने का निर्देश दिया जाता है। एकाधिक दस्तावेज अपलोड किए जा सकते हैं।

(g) सभी मामलों में, विक्रेता को अपनी बोली जमा करते समय डिजिटल हस्ताक्षर के साथ अपनी आईडी और पासवर्ड का उपयोग करना चाहिए।

(h) पूरी ई-निविदा प्रक्रिया के दौरान, विक्रेता एक-दूसरे के लिए और हर किसी के लिए पूरी तरह से गुमनाम रहेंगे।

(i) ई-टेंडर फ्लोर पूर्व-घोषित तिथि और समय से और ऊपर उल्लिखित अवधि के लिए खुली रहेगी।

(j) ई-निविदा प्रक्रिया के दौरान प्रस्तुत सभी इलेक्ट्रॉनिक बोलियां विक्रेता के लिए कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उस विक्रेता द्वारा पेश की गई वैध बोली के रूप में माना जाएगा और क्रेता द्वारा इसे स्वीकार करने से आपूर्ति के निष्पादन के लिए क्रेता और विक्रेता के बीच एक बाध्यकारी अनुबंध होगा।

(k) यह अनिवार्य है कि सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ प्रस्तुत की जाती हैं अन्यथा सिस्टम द्वारा इसे स्वीकार नहीं किया जाएगा।

(l) क्रेता बिना कारण बताए निविदा को रद्द करने या अस्वीकार करने या स्वीकार करने या वापस लेने या पूर्ण या आंशिक रूप से विस्तारित करने का अधिकार सुरक्षित रखता है।

निविदा के भाग-I के खुलने के बाद निविदा दस्तावेज के निबंधन और शर्तों का कोई विचलन स्वीकार्य नहीं है। किसी भी विक्रेता द्वारा ई-निविदा फ्लोर में बोली प्रस्तुत करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है। इस निविदा से उत्पन्न कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित किया जाएगा। निविदा आमंत्रित करने वाले प्राधिकारी को इस ई-निविदा को रद्द करने या बोली प्राप्त करने की नियत तिथि को कोई कारण बताकर बढ़ाने का अधिकार है।

विक्रेताओं से अनुरोध है कि वे विक्रेता गाइड पढ़ें और बोली लगाने से पहले सिस्टम से परिचित होने के लिए www.mstcecommerce.com/eprochome पृष्ठ में वीडियो देखें।



Section III - Scope of work

1. **Name of work:** Annual Maintenance Contract for providing Gardening, horticulture & Landscaping Services at Main Office Premises, Reserve Bank of India, Dehradun.

2. **Details of Manpower:**

Contractor shall deploy one experienced Skilled Gardener and two Semi-Skilled gardener helpers.

1. **Scope of services to be rendered under the contract shall broadly include the following items of Gardening/Horticulture work:**

i. Maintenance of Green Areas

a) Maintenance & periodic placing of plants in sunlight & back in office including existing gardening (all type of plants – indoor or outdoor, & other green areas) and horticultural areas work already done to develop green areas in the aforesaid premises.

b) The work involves day to day watering, trimming, weeding and carrying out other maintenance related activities by providing all the necessary consumable materials and by deploying unskilled/skilled labours with required tools and equipment and maintaining various plants like, shrubs, hedges, ground covers, trees, grass lines, lawn areas, indoor potted plants, vertical garden, etc. as required at site and as directed by the Bank's authorized officials.

c) The work also includes uprooting/ cutting and removing wild grass and all other undesirable plants, weeds, etc. growing anywhere inside the aforesaid premises and pruning of trees whether standing in Bank's properties or leaning into Bank's properties from time to time as required at site and as directed by the Bank along with Liasoning with the concerned authorities, as and when required.

d) The work also involves removal of all the waste materials generated on account of garden maintenance work from the Bank's properties and satisfactory disposal thereof at authorized municipal dumps outside the said premises. The contractor has to liaise with BMC and obtain necessary permission following all the applicable statutory provisions for dumping the garbage.

e) *New Plants/saplings/vertical gardens- The work involves plantation and maintenance of new plant/sapling/vertical gardens at desired place/places (MHH/VoF etc.). Cost of new plant/sapling/vertical garden will be reimbursed by the Bank subject to prior approval of the rates of plants, sapling etc by the Bank's official and replacement of dead/low quality plants supplied by the successful bidder, within 30 days from the date of such supply.*

f) Maintenance of all type of gardens (if any) and periodic changes in their patterns.

g) Successful bidder will be responsible for weekly monitoring of garden and green patches in the Bank's premises. Successful bidder should meet the Bank's official at periodic interval or as and when desired by the Bank.

h) Fortnightly /as and when required shredding, cutting & mowing of grass in the garden area and also daily shredding of garden waste i.e., dry leaves, green wood, bamboo etc., by shredding machine (to be arranged by the successful bidder).

The shredded waste generated by the machine may be put in manure pit regularly to create manure (Waste Management Plant). Utilizing the generated manure in Garden Area.

i) Painting of pots twice in a year or as per requirement of Bank.

j) Any related work as advised by Bank's authorized officials.

ii. Application of Manure and Pesticides- The plants, flower beds, potted plants, vertical garden and green area shall be provided with approved pesticides and filling with approved garden soil mixed with Bio Organic/ processed manure in standard proportion/as per the



manufacturer's specification at least once in a quarter so as to ensure the satisfactory growth and maintenance of entire green areas, plants, shrubs, flower beds, potted plants, hedges, etc. In case the Successful Bidder fails to ensure the same, the work will be got done by the Bank through its other agencies in the field at the risk and cost of the contractor and the cost so incurred by the Bank will be recovered from the monthly bills of contractor.

The cost of Manure, Pesticides and soil will be reimbursed to the Successful Bidder separately, for which prior approval for the same has to be obtained from the Bank. The Bank, however, will be at liberty to get it done from any other agency and the Successful Bidder will not have any say in that matter.

iii. Periodic Trimming of Trees and Anti-Termite Treatment-

a) The Successful Bidder will have to periodically undertake trimming of trees along with liaisoning with concerned authorities & removing of debris in an efficient manner

b) The Successful Bidder will have to carry out eco-friendly termite treatment to the trees once in a year or as directed by the Bank, the cost of which will be reimbursed by the Bank subject prior approval of the rates of termite treatment

c) The successful bidder must give minimum warranty of six months for undertaking termite treatment and the cost of eco-friendly termite treatment soil will be reimbursed to the Successful Bidder separately, for which prior approval has to be obtained from the Bank. In case of any recurrence of termite infestation within the warranty of six months, the same shall be replaced by the successful bidder, free of cost.

The Bank, however, will be at liberty to get it done from any other agency and the Successful Bidder will not have any say in that matter.

d) The Successful Bidder will also be required to do necessary liaisoning with the neighbouring property owners/ concerned authorities for trimming/cutting and removal of fully decayed trees.

e) The health and growth of the plants and lawns is the prime concern of the Bank and if not found satisfactory it may lead to imposing of penalty at the discretion of the Bank. The damaged plants / lawns etc., may be got replaced at the risk and cost of the Successful Bidder at the sole discretion of the Bank. The Bank's decision in this regard shall be final and binding on the Successful Bidder.

f) The Successful Bidder shall have to jointly photograph the existing works with Bank's authorized officials at the time of taking over the same for maintenance. A soft copy of all such photographs shall be submitted to the Bank by the Successful Bidder immediately before taking over the maintenance of existing gardening, horticultural and indoor potted plants. All such works shall be maintained throughout the AMC period.

g) The mortalities of potted plants /plants in the nursery at the time of taking over will have to be replaced free of cost.

h) The Successful Bidder shall keep separate set of tools, tackles, hose pipes, hand-operated or power- operated lawn mower etc. for each property of his own, required for the proposed AMC work. The water sources are provided at various convenient locations in the premises and the Successful Bidder shall maintain the desired length of leak proof hose pipe at site for adequate day to day watering. The Successful Bidder shall immediately bring any shortfall in the water availability to the notice of the Bank.

iv. The Successful Bidder shall maintain the plants / garden in MHH & VoF and place / maintain them. Potted plants kept indoors may be replaced as and when required with alternate available plants in green house/elsewhere. The Successful Bidder should maintain the existing plants in good health and shall undertake to replace / replenish the decayed or dead plants with plants of the same variety at its own cost during the contract period. In case of failure to do so, the cost of such plants will be recovered from the monthly bills of the contractor.



v. The Successful Bidder shall arrange for carefully uprooting and weeding out wild grass and wild growth to get rid of the rootstock, as required at site by deploying required number of workmen as per quantum of work, stacking the same, clearing the area specifically around the existing trees and shrubs, etc. and disposing all the waste vegetation, removal of wild grass and unwanted materials etc. from the Bank's premises (Office, MHH & VoF) as directed by the Bank's authorized officials. The disposables shall not be burnt in any case.

vi. Landscaping - The Successful Bidder may also be required to landscape areas within the Bank's Main Office Premises & MHH as may be directed by the Bank's authorized officials. The cost of such landscaping will be reimbursed to the Successful Bidder separately provided prior approval of the Bank for incurring the expenditure has been obtained. The Bank, however, will be at liberty to get it done from any other agency. The Successful bidder will have to maintain the landscape created in future.

viii. Taking out of any materials shall be as per the Bank's security procedure. Work passes for all the workmen shall be duly obtained from the Security Officer.

ix. The materials like garden earth, manure and pesticides shall have got to be approved from the Bank's officials before putting it to use. Any rejected materials shall be immediately removed from the site at the cost of the Successful Bidder.

x. The Successful Bidder shall have to arrange the required connection from the Bank's source of Supply of water / electricity without any extra claim from the Bank

xi. Purchase / Repairing of the Successful Bidder's tools / machine / equipment shall be the sole responsibility of the Successful Bidder only.

xii. The Successful Bidder shall equip each unskilled labourer with a dress, a cap, gum boots and other safety precautionary items at the Successful Bidder's cost.

xiii. The Successful Bidder shall arrange for a First Aid Kit and other statutory utilities like provision of drinking water, etc. at its cost.

xiv. The Successful Bidder may also be required to arrange for removal of beehives from trees/plants in any of the properties at no extra cost.

xv. Removing of Dead or Fallen Tree - Carefully cutting, removal and disposal of wooden parts of dead and/or fallen tree in Bank's Main Office Premises by liasoning with the concerned authorities.

xvi. The Successful Bidder should maintain the Hydroponics and Bonsai in the Bank's Main Office Premises/MHH/VoF.

xvii. Removing of extra branches -Trimming of trees once in a year and / or as directed by Bank's authorized officials in the Bank's Main Office Premises.

xviii. Successful Bidder will have to furnish a Certificate of the major works/ tasks rendered during the month along with monthly bill.

xix. The manpower deputed for this work shall visit Mussoorie Holiday Home (MHH), Camel Back Road, Mussoorie once in a fortnight i.e., two visits in a month on regular basis (preferably on non-working Saturdays) or in case of emergency/urgency, as directed by the Bank's authorised officials and perform duties as mentioned in scope of work. Keeping in view, the distance of approx. 30 kms between the office premises and MHH, a total amount of ₹350/- (to and from Mussoorie) shall be paid by the Bank as a conveyance charge, only if the visits exceed four in any month, on presentment of duly authorised bill for the same.



Section IV - Form of Tender

To
Regional Director
Reserve Bank of India
Plot No. 16-17, IT Park
Sahastradhara Road
Dehradun.

Sir,

Having examined the Specifications, scope of work and Schedule of Quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with the Specifications, The instruction in writing referred to in Conditions of Tender, The Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Name of the work:	Annual Maintenance Contract for providing Gardening, horticulture & Landscaping Services at Main Office Premises, Reserve Bank of India, Dehradun
Period	The period of this contract for this year is from the date of award of work till March 31, 2025. The contract is renewable for 2025-26 and 2026-27 subject to the satisfactory performance of the contractor during 2024 – 2025 and other terms and conditions detailed in the tender document.
Estimated Cost	₹11,84,000/-
Earnest Money	₹23,680/-
Performance Guarantee	Successful contractor needs to submit, performance Bank Guarantee (BG) @ 5% of the accepted contract value, from any scheduled bank in the prescribed format, for ensuring satisfactory work. The BG shall be valid for the entire period of the contract. It shall be extendable and enhanced for further period of contract subject to, renewal of Annual Maintenance Contract on yearly basis from the next year onwards.
Terms of Payment	On monthly and actual work done basis subject to, submission of proper bill in all aspects and satisfactory completion of the service and certification from the authorised officials the Bank. The work will be carried out under the guidance and supervision of Protocol and Security Cell / the Bank's authorized officials.



I / We agree to:

1. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.

2. I / we have deposited a sum of **₹23,680/-** as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India.

3. Our Bankers are: (Full Address)

(i)

(ii)

4. Names of Partners of our firm are:

(i)

(ii)

Name of the Partner of the firm Authorized to sign

Or

Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).

Yours faithfully,

Signature of Contractor:

Signature, Name and Addresses of Witnesses:

01.

02.



Section V – Format of Articles of Agreement

करार की शर्तें	Articles of Agreement
<p>यह करार वर्ष 202_ केदिन एक तरफ से भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून जिसका केंद्रीय कार्यालय मुंबई में है - 400 0011। (इसके बाद इसे "नियोक्ता" कहा गया है) और दूसरी तरफ....., एक कंपनी जिसका पंजीकृत कार्यालय ___ में स्थित है (इसके बाद "ठेकेदार" कहा गया है) के बीच किया गया है।</p> <p>जबकि नियोक्ता भारतीय रिज़र्व बैंक द्वारा तैयार किए जाने वाले कार्य का वर्णन करते हुए विनिर्देशों के अनुसार बैंक के कार्यालय..... में.....यह कार्य प्रदान करने का इच्छुक है।</p> <p>और जबकि ठेकेदार निविदा/कोटेशन/यहां उल्लिखित शर्तों (इसके पश्चात इन सभी को कथित शर्तों के रूप में संदर्भित किया गया है) के अधीन कार्य करने के लिए सहमत है। यह कार्य वह यहां आगे उल्लिखित संबंधित दरों पर जो कि के बराबर है, की अवधि के लिए कोटेशन/कार्य आदेश में कोट की गई दर पर या इसके अंतर्गत देय होने वाली अन्य किसी राशि पर निष्पादित करने के लिए सहमत है।</p> <p>अब इस पर निम्नानुसार सहमति हुई है:-</p> <p>1. उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त संविदा राशि को ध्यान में रखते हुए, ठेकेदार उक्त शर्तों के अधीन उक्त विनिर्देशों में दर्शाए गए और वर्णित कार्य को निष्पादित और पूरा करेगा।</p>	<p>ARTICLES OF AGREEMENT made the day of , 20 between the RESERVE BANK OF INDIA, PLOT NO. 16 & 17, IT PARK, DEHRADUN having its Central Office at Mumbai - 400 001. (Hereinafter called "the Employer") of the one part and a Company having its Registered Office at (hereinafter called the "Contractor") of the other part.</p> <p>WHEREAS the Employer is desirous of awarding the work of at Bank's as per specifications describing the work to be done to be prepared by Reserve Bank of India.</p> <p>AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting to the sum of Rupees as applicable for the period from to at the rate quoted in the quotation / work order / as therein arrived at of such other sum as shall become payable there under.</p> <p>NOW IT IS HEREBY AGREED AS FOLLOWS: -</p> <p>1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in</p>



2. नियोक्ता ठेकेदार को उक्त संविदा राशि या ऐसी अन्य राशि का भुगतान करेगा, जो उक्त शर्तों में निर्दिष्ट समय और तरीके से देय होगी।

3. उपर्युक्त शर्तों में, संपदा विभाग, भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून के प्रभारी सहायक महाप्रबंधक (संपदा) नियोक्ता की ओर से कार्य करेंगे।

4. उक्त शर्तों और उनके परिशिष्ट को इस करार के हिस्से के रूप में पढ़ा और समझा जाएगा और इसके पक्षकार क्रमशः उक्त शर्तों का पालन करेंगे, उन्हें मानेंगे और उक्त शर्तों में क्रमशः अपनी ओर से करारों का पालन करेंगे।

5. संविदा और यहां उल्लिखित दस्तावेज इस संविदा का आधार बनेंगे।

6. नियोक्ता अपने पास कार्य की प्रकृति को बदलने का अधिकार सुरक्षित रखता है जिसमें कार्य की किसी भी वस्तु को जोड़ सकता या हटा सकता है या उसके कुछ हिस्सों को इस संविदा पर प्रतिकूल प्रभाव डाले बिना करवा सकता है।

7. इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल देहरादून में किए जाएंगे।

8. इस करार से उत्पन्न होने वाले या किसी भी तरह से जुड़े सभी विवादों को देहरादून में उत्पन्न माना जाएगा और केवल देहरादून के न्यायालयों के पास इसे निर्धारित करने का अधिकार क्षेत्र होगा।

9. कि इस संविदा के कई हिस्सों को ठेकेदार द्वारा पढ़ा गया है और ठेकेदार द्वारा पूरी तरह

the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown and described in the said specifications.

2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. In the said Conditions herein before mentioned, the Assistant General Manager (Estate) in charge of the Estate Department, Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun shall act on behalf of the Employer.

4. 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.

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

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

7. All Payments by the Employer under this Contract will be made only at Dehradun.

8. All disputes arising out of or in any way connected with this



से समझा गया है।

10. भविष्य में नवीनीकरण बैंक के नियमों के अनुसार होगा।

11. कार्य आदेश पत्र सं.....इस करार का हिस्सा होगा।

12. निविदा /कोटेशन में एएमसी से संबंधित सभी नियम और शर्तों को भी ठेकेदार द्वारा माना जाएगा।

13. **गैर-प्रकटीकरण खंड:** ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक की बुनियादी सुविधा/ प्रणालियों / उपकरणों आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा नहीं करेगा, जो इस करार के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या जानकारी में आ सकता है और हर समय पूरी तरह से गोपनीय रखेगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, केवल इसे छोड़कर जो इसके तहत उसके दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या कहीं और कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या प्रकट नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता की क्षतिपूर्ति करेगा। उपर्युक्त का पालन नहीं करने पर ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय करने का हकदार

agreement shall be deemed to have arisen at Dehradun and only Courts in Dehradun shall have jurisdiction to determine the same.

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

10. Future renewals will be as per Bank's rules.

11. The work order letter no.dated

..... will form part of the agreement.

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

13. **Non-disclosure clause:** "The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/Systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of



होगा।

ठेकेदार यह अपने कर्मचारियों के संबंध में सभी प्रकार की उचित कार्रवाई करेगा जिससे यह सुनिश्चित हो सके कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण का दायित्व पूरी तरह से पूरा हो गया है।

गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या इसे समाप्त किए जाने के बाद भी बना रहेगा।

14. लैंगिक उत्पीड़न खंड:

सेवा प्रदाता / एजेंसी "कार्यस्थल पर महिलाओं का लैंगिक उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का पालन करेगी। सेवा प्रदाता एजेंसी बैंक परिसर में अपने कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत के मामले में "कार्यस्थल पर महिलाओं का उत्पीड़न (रोकथाम निषेध और निवारण) अधिनियम 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगी। सेवा प्रदाता/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और सेवा प्रदाता/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी।

बैंक के किसी भी कर्मचारी के खिलाफ सेवा प्रदाता के किसी भी पीड़ित कर्मचारी से लैंगिक उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

सेवा प्रदाता किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा जो उसे सेवा प्रदाता के कर्मचारियों के इसमें शामिल होने की स्थिति में भुगतान करने

any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

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

14. SEXUAL HARASSMENT

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

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

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



<p>की आवश्यकता हो सकती है, उदाहरणतः यदि सेवा प्रदाता के कर्मचारी द्वारा लैंगिक उत्पीड़न सिद्ध हो जाने पर बैंक कर्मचारी को कोई मौद्रिक राहत देनी पड़े। सेवा प्रदाता कार्यस्थल पर लैंगिक उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारी को शिक्षित करने के लिए जिम्मेदार होगा।</p> <p>15. शासी भाषा: यह करार अंग्रेजी और हिंदी में निष्पादित किया गया है। यदि इस संविदा का हिंदी अनुवाद अंग्रेजी संस्करण के साथ विरोध करता है या इसमें अंग्रेजी संस्करण के अतिरिक्त या उससे अलग शब्द शामिल हैं, तो अंग्रेजी संस्करण को माना जाएगा।</p> <p>इसके साक्ष्य में, नियोक्ता ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इस पर हस्ताक्षर किए हैं और ठेकेदार ने इस पर अपनी कॉमन मुहर लगाई है और इसे उपर्युक्त दिन और वर्ष को दो प्रतियों में निष्पादित किया है।</p>	<p>contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p> <p>15. Governing Language: This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.</p> <p>16. IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.</p>
<p>ठेकेदार की ओर से हस्ताक्षरित एवं के हस्ते सुपुर्द</p>	<p>SIGNED AND DELIVERED BY the Contractor by the hand of</p>
<p>श्री</p> <p>(नाम एवं पदनाम)</p> <p>इनकी उपस्थिति में हस्ताक्षर किए गए</p> <p>1)</p> <p>.....</p> <p>पता</p> <p>.....</p> <p>.....</p> <p>...</p> <p>2)</p> <p>.....</p>	<p>Shri</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>_____</p> <p>in the presence of</p> <p>1) _____</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>2) _____</p> <p>_____</p>



<p>पता</p> <p>.....</p> <p>.....</p> <p>...</p> <p>(साक्षी)</p>	<p>Address</p> <p>_____</p> <p>_____</p> <p>(Witnesses)</p>
<p>SIGNED AND DELIVERED BY the Reserve Bank of India by the hand of</p>	<p>SIGNED AND DELIVERED BY the Reserve Bank of India by the hand of</p>
<p>Shri _____ (Name & Designation)</p> <p>in the presence of</p> <p>1) _____ _____</p> <p>Address</p> <p>2) _____ _____</p> <p>Address</p> <p>_____</p> <p>(Witnesses)</p>	<p>Shri _____ (Name & Designation)</p> <p>in the presence of</p> <p>3) _____ _____</p> <p>Address</p> <p>4) _____ _____</p> <p>Address</p> <p>_____</p> <p>(Witnesses)</p>



Section VI – General Instructions to Bidders

3.1 **Tender Document:**

3.1.1 Tender shall consist of this document having Eleven (XI) sections along with NIT and any Annexures, Schedules, Addendum, Corrigendum, minutes of Pre-bid meeting, etc. issued by the Bank for the purpose.

3.1.2 Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.

3.1.3 Bidders are advised to use only the forms (tender books) uploaded on MSTC portal. In case the tenders are submitted from downloaded tender forms from the website, if any change/ modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/ paper. Each page of the tender forms shall be signed and returned.

3.1.4 Eligibility criteria shall be as per the tender document

3.2 **Amendment to tender document**

3.2.1 At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment.

3.2.2 Any such amendment will be hosted on the Bank's website www.rbi.org.in only. The addendum (s) issued will form part of the tender documents.

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

3.3 *Preparation of Bid:* Tender in prescribed form shall be submitted in two parts – Part I (Technical Bid) and Part II (Financial Bid)

3.3.1 *Technical Bid:*

Part-I of the tender will contain Bank's standard conditions (not Price Bid) for the proposed work, tender's covering letter and the EMD of ₹23,680/- i.e., 2% of the estimated amount.

- (i) Sections I to XI are part of technical Bid.
- (ii) Bidder must fill all the details specified in various sections/ annexures.
- (iii) EMD shall be part of Technical Bid. No interest is payable on the EMD. The bids received without EMD shall be rejected.
- (iv) The tender documents must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its own discretion. The tender documents must be without any ambiguity and if any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion. Only the documents as uploaded by the tenderer on MSTC portal shall be considered as final and no additional document shall be entertained for consideration. Conditional bids will be summarily rejected.

Note: Bids which are incomplete i.e., if any document as required as per this tender is not submitted by this date and time is liable to be rejected at the sole discretion of the Bank.

3.3.2 *Financial Bid:* Part-II of the tender will contain Bidder's price Bid only

- (i) Currency of Bid: Bid prices shall be quoted in Indian Rupees only and will be valid for a period of 90 days from the date of last submission. Rates quoted should also include all taxes, charges, levies, cess, insurance, transportation and other Govt. taxes.
- (ii) The rate should be quoted strictly in line with the price schedule leaving no column



blank whatsoever to avoid any ambiguity.

(iii) If any columns of the price schedule are found blank, then the tender of the respective Bidders shall be treated as unresponsive and will be summarily rejected by the Bank at its own discretion.

(iv) Part-II of the tender will contain no conditions / documents, but tenderer's price Bid only.

Special Note for part-II: - The bidder must quote prices as per format prescribed in Part II as available in MSTC portal.

Header-A [Labour Component] of Part-II of Tender document will include Fixed Cost to Vendor i.e., mandatory payments to workers as per latest minimum wages prescribed by Ministry of Labour & Employment, Government of India, Bonus and the Statutory liabilities in this regard. Rates quoted must be for one year and inclusive of all incidental charges and taxes including GST @ applicable rates on the applicable components.

Note:

Tenders having quoted rates below the prescribed minimum wages and statutory provisions under Header 'A' (even if it is less by ₹1/-) will be rejected.

(v) Header B [Non-Labour Component] of Part-II of the Tender document will include the following components:

a) Cost of consumables means cost towards supply of machinery, tools & other such basic consumables, cost of new uniform twice in a year to the personnel engaged, cost of providing one set of matching raincoats in Monsoon, cost of providing one matching jacket in Winters, safety shoes, cost towards taking insurance policies, transportation costs, lifting of debris, & all other incidental costs etc.

All these consumables must be supplied in advance in new condition and put to use only after obtaining written approval from the Bank's authorised officials. Usage of any of these consumables from older sites of the bidders is strictly prohibited and if the successful bidders are found to be doing so at a later stage, the Bank may forfeit the PBG/Security deposit, take penal action and/or terminate the contract by giving a notice of 07 days.

b) Profits, Overheads & Service Charge

Important Note:

Our estimated Cost of consumables has been derived at 3% of Total Cost of Labour per Annum excluding three components (viz; Bonus, EPF & ESIC) and it means cost towards supply of machinery, tools & other such basic consumables, cost of new uniform twice in a year to the personnel engaged, cost of providing one set of matching raincoats in Monsoon, cost of providing one matching jacket in Winters, safety shoes, cost towards taking insurance policies, transportation costs, lifting of debris, & all other incidental costs etc.

All these consumables must be supplied in advance in new condition and put to use only after obtaining written approval from the Bank's authorised officials. Usage of any of these consumables from older sites of the bidders is strictly prohibited and if the successful bidders are found to be doing so at a later stage, the Bank may forfeit the PBG/Security deposit, take penal action and/or terminate the contract by giving a notice of 07 days.

Bidders are expected to quote a reasonable amount, which is at least equal to or more than the cost of consumables considered by the Bank. Failing which, the bid will be rejected.

Our Contractor's profit & overheads has been derived as 15% of [Total Cost of Labour per Annum + Bonus + PF + ESIC + Cost of Consumables] to compute the estimated cost of the work. **Bidders are expected to quote a reasonable amount towards this component, for facilitating the business as viable.**



(vi) The Bidder should ensure that all columns of the price schedule are duly filled, and no column is left blank. After opening of the price bid, the Bank may entertain no clarifications whatsoever at its own discretion.

(vii) If the rates written in figures and words do not tally, then the arithmetic accuracy shall be checked, and the final amount will be derived accordingly and taken as correct.

3.3.3 It will be imperative on the part of each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder. This, however, excludes any changes in minimum wages/government levies which are payable statutorily and may be allowed subject to satisfaction of the Bank.

3.4 Bids shall remain valid for acceptance by the Bank for the period of 90 days from the date of last submission. This period may be further extended, if required, by mutual consent.

3.5 Earnest Money Deposit (EMD) / Bid security:

3.5.1 The Bidders shall deposit EMD of ₹23,680/- by NEFT with their Bid. EMD A/C No-186003001 Reserve Bank of India, IFSC Code - RBIS0DNPA01 (5th & 10th being zero), Branch Name – Dehradun

3.5.2 EMD shall be in form of a NEFT. No interest on EMD shall be paid.

3.5.3 Bids not accompanied by EMD, shall be treated as non-responsive, and will be rejected by the Bank at its discretion.

3.5.4 The EMD of unsuccessful Bidders shall be returned by the Bank after award of work to Successful Bidder after submission of a fresh Performance Bank Guarantee.

3.5.5 Compensation/ Recovery from the Contractor: All compensation or other sums of money payable by the Contractor to the Bank under the terms and conditions of this Contract may be deducted from the payable bill amount/Security Deposit or by invoking the Bank Guarantee if the amount so permits unless the Successful Bidder deposits such amounts by transfer within ten days of issue of demand notice by the Bank.

3.6 EMD shall be forfeited if the Bidder:

- (i) makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria.
- (ii) withdraws his Bid during the period of Bid validity, or
- (iii) has been blacklisted by any government agency and the blacklist is still in force.
- (iv) fails to commence the work as per schedule or after issue of work order or does not provide satisfactory services or does not provide & use consumables as prescribed above, in the tender document.

3.7 Procedure for Submission of Bids

Interested Bidders / Agencies shall upload the tenders in prescribed form in two parts. Part - I tender will contain the Bidders' covering letter, Bidders' additional documents, if any, and documents as indicated in Annexures. Part – II tender will contain price/financial bid only.

3.7.1 Technical Bid

- (a) Prices/ additional conditions must not be indicated/ included in the Technical Bid.
- (b) EMD shall be part of Technical Bid

3.7.2 Financial Bid No conditions should be indicated in the Financial Bid.

3.8 No conditional/ optional quote shall be accepted.



3.9 Bidders shall not be permitted to alter or modify their Bids after receipt of Bids.

3.10 Receipt of Bids - The Bids will be accepted till the schedule time and date as given in "schedule of tender"

3.11 Opening of Technical Bid

The Technical Bids will be opened on the scheduled time and date as referred to Schedule of Tender (SoT) at Reserve Bank of India, Dehradun. The Bidders or their authorized representatives may remain present, if they so desire.

3.12 Scrutiny of Technical Bid

3.12.1 Technical bids shall be evaluated as per already established procedures of the Bank and in line with eligibility criteria mentioned at para and other conditions mentioned in the tender document.

3.12.2 The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question.

3.12.3 If any Bidder 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 report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of the tender. The Bank is not bound to assign any reason for doing so.

3.13 Opening of Financial Bid

The financial Bids will be opened on the scheduled time and date as referred to Schedule of Tender (SoT) at Reserve Bank of India, Dehradun. The short-listed Bidders or their authorized representatives may remain present for opening of financial bids if they so desire.

3.14 Scrutiny of Financial Bid

The Financial Bid shall be evaluated on the basis of lowest price quoted, tender conditions and the Bank's established norms/rules. The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question

3.15 The Bank reserves the right to accept any Bid and to reject any or all Bids without assigning any reason for the same

The Bank reserves the rights to vary the Schedule/Scope of Work at the time of award of work order or signing of Contract or any time during the currency of the contract.

Notwithstanding anything mentioned above, the Bank 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 Bank may not assign any reason for rejection of any or all Bids. The Bank reserves the right to cancel/ annul the selection process, at any stage prior to the award of the contract on account of the following:

- (a) in case no Bid is received
- (b) occurrence of any event due to which it is not possible to proceed with the selection process
- (c) evidence of a possible collaboration/ collusion/ mischief on part of Bidders, impacting the competition and transparency of the selection process,
- (d) any other reason including non-compliance with the tender terms & conditions, which in the opinion of the Bank necessitates the cancellation of the selection process

On occurrence of any such event, the Bank shall also promptly return the EMD submitted by the Bidders within reasonable time. The Bank is not obligated to provide any reason or clarification to any Bidder on this account. Liability of the Bank under this clause is restricted to returning the EMD and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.



The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

3.16 Settlement of Disputes and Arbitration:

All unresolved disputes arising shall be subject to the jurisdiction of the appropriate court in Dehradun and will be governed by the relevant statutory provisions in force in India

Any claims, dispute and or difference arising out of or relating to this contract like specifications, estimates, instructions, orders, quality of workmanship or materials used on the work, interpretation of the terms mentioned in the tender document, validity or termination of this Agreement etc. will be resolved through joint discussion among the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Regional Director, Reserve Bank of India, Dehradun. In case the Agency does not agree to such appointment, both the parties will appoint an arbitrator each and the arbitrators then will appoint the Presiding Arbitrator. The Arbitrator may give interim awards and/or directions, as may be required. The award of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. In case of any unresolved dispute between the Agency and RBI it shall fall within the jurisdiction of the courts in Dehradun, Uttarakhand and will be governed by the relevant statutory provisions in force in India.

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 is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The place of Arbitration shall be Dehradun.

3.17 Minimum wages

(a) Rates quoted by the Bidders should be in accordance with the provisions of Contract Labour (Regulation and Abolition) Act, 1970/ Minimum Wages Act. The Successful Bidder shall ensure payment of minimum wages to the workmen employed by them. Payment should be made through NEFT to the Bank account/s of the workmen and Successful bidder shall maintain a register of wages and shall issue a wage slip to every workman employed by them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970.

Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment and bank details shall be produced with the bill to be submitted to the Bank for payment to the Vendor. No cash payment by the company/Successful Bidder shall be made to their employees.

The bidders shall follow Minimum Wages Act and all other applicable laws, rules and regulations, statutory requirements. Minimum wages and/ or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e., effective from 1st April and 1st October every year and any other random revisions (if any) for 'Industrial Workers' – 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING' for 'Area B'. The bidders shall keep in mind the latest wage structure while offering rates.

(b) The Successful Bidder has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to all the labourers of all descriptions to be engaged by it for completion of that particular job/ work



at the rate which is not less than minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities.

(c) The Successful Bidder shall indemnify the Bank and keep it indemnified against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employee Provident Fund Act 1952, Employees' State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act 1970 or any other such labour law/ statute in force in this regard. The Successful Bidder only shall be responsible for liabilities, if any, in this regard.

(d) The Successful Bidder shall, inter-alia, also follow the Sub-section 5(1) 'Time of payment of wages' of Payment of Wages Act, 1936, as per which –

The wages of every person employed upon or in —

(a) industrial establishment or commercial establishment upon or in which less than one thousand persons are employed, shall be paid before the expiry of the seventh day.

(b) any other industrial establishment or commercial establishment shall be paid before the expiry of the tenth day, after the last day of the wage-period in respect of which the wages are payable.

(e) The Bank will also insist, to the Successful Bidder for Bank account payment details and other related documents of labourers and it will furnish such details/documents of engaged labourers as proof of payment on enquiry.

(f) **The Bank requires the Successful Bidder to submit the monthly bills along with all the necessary supportive documents by 10th of following month which will be paid within 60 days (at max, in any case) from the date of submission of complete and proper bill. Failing which, the Bank is not bound to pay such bill and the amount may be considered forfeited.**

3.18 Insurance in respect of damages to Persons and Property:

The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor. Thus, the contractor needs to undertake the following insurance policies, in the joint names of the Employer i.e., Reserve Bank of India and the Contractor with the name of the former being placed first in the policy, mandatorily before commencement of the work.

a) Contractor's All Risk Policy for the full Contract Value for the entire Contract Period

b) Workmen Compensation Policy for all workmen deployed at site

c) Third Party Liability Policy as per following details:

(i) For injury to persons – ₹2 Lakh per person per accident

(ii) For damage to property – ₹5 Lakh per accident

Note:

• These policies shall be valid till the completion of the work. If the Successful Bidder does not provide these policies, the Bank reserves the right to take the above insurance policies and recover the cost thereof from the bill of the Successful Bidder.

• The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

• The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and



also in respect of any award of damage or compensation arising therefrom.

3.19 Signing of Contract Agreement

The General instructions to the Bidders and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the Bidder and the work order placed shall be the basis of the final contract to be entered into with the Successful Bidder. On receipt of intimation from the Bank of the acceptance of his/their tender, the Successful Bidder shall be bound to implement the Contract and within **07 days from the date of issue of work order**, the Successful Bidder shall sign an agreement in accordance with the draft agreement on non-judicial stamp paper/s of appropriate value. The cost of the stamp paper/s shall be borne by the contractor (One Certified copy of the agreement will be handed over to the contractor by the Employer). The format of Articles of Agreement is provided in the tender document. Notwithstanding the signing of the agreement, the written acceptance by the Bank of the tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed. The cost of necessary stamp paper as per Stamp Act for execution of the agreement shall be borne by the Successful Bidder. No payment for the work done will be made unless contract is signed by the contractor. The Successful Bidder shall not sublet any portion of the contract without the permission of the bank. In case of breach of these conditions, the Bank may serve a notice in writing on the successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to its other remedies against the successful Bidder. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons/ agencies/ companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give such bidders a seven days' notice to show cause (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person/ agency/ company. The decision of Regional Director, Dehradun shall be final in this regard.

3.20 Right to Accept Part Tender: The Bank reserves the right to accept the tender either in whole or in part.

3.21 *It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.*

3.22 *Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and invoke the Bank Guarantee submitted.*

3.23 Taxes/ Duties/ Levies: The prices quoted shall be inclusive of GST and all other taxes, local levies etc. imposed by Central/State Government/Local Bodies. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. The GST is applicable on this contract and this shall be paid on the applicable components at applicable rates.

3.24 Sub-letting of the Contract not allowed - The Contract is not a transferable contract under any circumstances. If awarded, the vendor shall not assign/sublet/transfer the contract either fully or partly or any portion of the contract to any other person or company/organization without permission from the Bank.

3.25 *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 rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise*



provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.

3.26 Employment of child labour is strictly prohibited and will lead to immediate termination of the contract. Weekly holiday must be given to all housekeeping staff (which should be strictly adhered to) as per Statutory Requirement without affecting services. No extra payment will be considered other than rates quoted by the firm. Similarly leave must be given to the workers as per labour laws with an alternative arrangement.

3.27 Facilitating Service beyond Office hours:

Besides normal working hours, the Bank also functions, at times, on odd working hours. If required, the Contractor shall facilitate the maintenance service beyond office hours. The working hours for the workers deployed during that period shall be informed by the Bank. Please note that the said arrangement shall be made by the Contractor within the manpower approved for this contract. No extra payment to the workers shall be made by the Bank. The Bank will not provide any accommodation to the employee engaged by the Contractor. The Contractor must bear all liabilities of his/her employees including transportation costs even when the workers are called for duty on odd hours. The Bank will not bear any liability towards conveyance charges and accommodation of the workers.

3.28 Revision of the contract amount during the financial year:

For Labour Component, the Bank shall compensate the Contractor for any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time and the associated liabilities like Bonus, PF and ESI components shall also be compensated accordingly.

3.29 Renewal of the Contract:

The period of contract for is from April 01, 2024 to March 31, 2025 or as specified by the Bank in the final work order. The said contract is renewable for 2025-26 (April to March) and 2026-27 (April to March) subject to the satisfactory performance of the contractor during the year 2024-25 and other terms and conditions detailed in the tender document. The escalation in the contract amount during renewal shall be considered as follows:

(i) For "Labour Component", the Bank shall give the Contractor extant Minimum wages (prevalent at the time of renewal) as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment and the associated liabilities like Bonus, PF and ESI components.

(ii) For "Cost of consumables and overheads" mentioned under Non-Labour Component, on renewal of contract, the revision of rates may be done on the basis of cost escalation. The percentage increase in cost of consumables and overheads excluding taxes may be calculated by using the below formula –

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

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

(iii) For "Profit, Overheads & Service Charge" mentioned under Non-Labour Component, it shall remain unchanged during the whole tenure of the contract and during/ upon renewal of contract (if any), irrespective of the change in total labour cost and cost of consumables and overheads.

Place:

(Signature of the Bidder with stamp)



Section VII – Special Conditions of the contract

4.1. Technical and Financial bids will be evaluated as per the details provided in the tender document.

4.1.1 Technical Bid:

The Bank would examine and evaluate received Technical Bids, as per the proposal submitted by the Bidders in line with the Bank's requirement mentioned in Scope of Work.

4.1.2 Financial Bid:

(a) Financial Bid will be evaluated based on least quoted cost of works as per the Scope of Work for providing the required highly skilled/ skilled/ semi-skilled/ unskilled manpower set out in this tender document.

(b) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

4.2 Renewal of contract

The said contract is renewable for 2025-26 (April to March) and 2026-27 (April to March) subject to the satisfactory performance of the contractor during the year 2024-25 and other terms and conditions detailed in the tender document.

4.3 Non-disclosure

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

4.4 Identification and Verification of personnel/ employees

4.4.1 Successful Bidder shall provide identity cards to its employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all the times they are working in Bank's premises.

4.4.2 The Successful Bidder shall obtain Police Verification Report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Premises. A copy of the Aadhaar card of such persons along with police verification report will be furnished to the Bank before their deployment in the Bank's premises.

4.5 Penalty Clause

1. Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Agency is in breach of the obligations as per this Agreement.



If the breach is such that the same can be rectified, the Agency is given 07 (seven) days' notice for rectification of the deficiency. Once the service provider has rectified the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that; such withheld amount shall not earn any interest.

2. Deductions from Payment: The Bank may deduct from the Agency's bill, amounts on account of claims of penalty as per the tender document / agreement (SLA), costs or claims, losses, damages, defective services carried out by the Agency, etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Agency. In case the Agency fails to rectify the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Agency's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

3. Operational Working Penalty: Working penalty limiting to the operational requirements are specified as follows:

SI No.	Nature of Default	Failure Tolerance Level	Risk	Penalty per Month
1.	Misbehaviour by the Housekeeping Staff with any employee / visitors, etc.,	Zero	High	5% to a Maximum of 10% of the monthly bill value.
2.	Misuse of the Bank property/ equipment.	Zero	High	5% to a Maximum of 10% of the monthly bill value.
3.	Service quality being not satisfactory.	Zero	High	5% to a Maximum of 10% of the monthly bill value.
4.	Failure to deploy 100% staff	Zero	High	5% to a Maximum of 10% of the monthly bill value.
5.	Non-replacement / restoring of Inferior quality material / repair	Zero	High	5% to a Maximum of 10% of the monthly bill value.
6.	Staff not in Proper Uniform at all the times.	Zero	Medium	2% to a Maximum of 7% of the monthly bill value.
7.	Non-deployment of machines essential tools / tackles / machinery	Zero	Medium	2% to a Maximum of 7% of the monthly bill value.
8.	Staff found Missing from the duty / left work incomplete, late reporting, etc.,	Zero	Medium	2% to a Maximum of 7% of the monthly bill value.
9.	Non-wearing of ID cards	Zero	Low	0.5% to a Maximum of 5% of the monthly bill value.



10.	Failure to produce wage statement	Zero	Low	0.5% to a Maximum of 5% of the monthly bill value.
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4. Working Penalty (Statutory compliances): Working penalty limiting to the statutory compliances are specified as follows:

S. No	Statutory requirements	Failure Tolerance Level	Risk	Penalty per Month
1.	Shall comply with the statutory requirement regarding maximum number of services of 8 hours per day	Zero	High	5% to a Maximum of 10% of the monthly bill value.
2.	Failure to comply with the Applicable Contract labour laws / other laws/acts and maintaining the documents related to such laws/acts	Zero	High	5% to a Maximum of 10% of the monthly bill value.
3.	Deploying the Staff/ employees without giving weekly-off.	Zero	High	5% to a Maximum of 10% of the monthly bill value.
4.	Non-production of proof of credit of salary to the staff along with monthlybills	Zero	High	5% to a Maximum of 10% of the monthly bill value.
5.	Non-submission of All risk policy /Insurance Policy	Zero	High	5% to a Maximum of 10% of the monthly bill value.
6.	Non-submission of Police verificationof staff	Zero	High	5% to a Maximum of 10% of the monthly bill value.
7.	Statutory fulfillment documents (EPF/ESI payment, salary disbursement etc.) to be provided on time i.e., along with monthly bills	Zero	High	5% to a Maximum of 10% of the monthly bill value.

5. Penalty per Month:

Risk Category	High Risk	Minimum 5% to a Maximum of 10% of the monthly bill value.
	Medium Risk	Minimum 2% to a Maximum of 7% of the monthly bill value.
	Low Risk	Minimum 0.5% to a Maximum of 5% of the monthly bill value.

Implementation: The above-mentioned default is to be monitored by the Estate Department, RBI, Dehradun and to process the penalties if any. The Bank may consider waiving off (by



getting due approval from the Head of the Office) any penalty after getting a request from the agency and only if it is satisfied that the reasons cited by the agency is genuine and beyond its control. The Bank's decision in this regard shall be final.

4.6 Payment Conditions:

The charges quoted must cover (i) total cost of manpower deployed (ii) Cost of consumables. Profit, Overheads & Service Charge shall be payable in the monthly bills as per actual work done basis subject to submission of proper invoice in all aspects and subject to satisfactory performance. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

Salary of the employees shall be disbursed through NEFT only to their Bank account and a copy of the NEFT payment shall be produced to the Bank with the submission of the bill for payment to the vendor.

4.7 Force Majeure:

The Bidder/ Successful Bidder shall not be liable for forfeiture of its EMD/ Security Deposit (Performance Bank Guarantee - PBG) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder/Successful Bidder and not involving the Bidder's/Successful Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Bank will decide whether delay or failure on the part of the Bidder/Successful Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Bidder/Successful Bidder and will not be open to question before any court / forum in any proceedings.

4.8 Termination for Default

4.8.1 The Bank may, without prejudice to any other remedy for breach of contract, by a one month's written notice of default sent to the Successful Bidder and upon the Successful Bidder's failure and/or neglect to propose and/or execute any corrective action to set right the default, terminate this AMC Contract in whole or in part, in case of the following:

(i) If the Successful Bidder fails to deliver any or all of the items of work / consumables as specified in the Tender document within the time period(s) specified in the Contract.

Or

(ii) If the Successful Bidder fails to perform any other obligation(s) under the Contract.

4.8.2 On termination of the Contract for default, the Security Deposit (PBG-Performance Bank guarantee) of the Successful Bidder will be forfeited.

4.8.3 On termination of the Contract for default, action will be taken to blacklist the Successful Bidder.

4.8.4 The Bank has right to go to court of law in case of breach of the terms and conditions as specified in the tender document.

4.9 Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which the Bank is or will be entitled to take or seek.

4.10 Patents:

The Successful Bidder shall indemnify the Bank against all claims in respect of patent rights and shall defend all actions arising from such claims and shall itself pay all royalties, license



fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

4.11 Performance Bank Guarantee (PBG):

On award of contract, the Successful Bidder shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Performance Bank Guarantee from any Scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) 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 Bank Guarantee towards security deposit shall be valid at least till the currency of the contract with a minimum claim period of three months from the expiry of validity.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the Successful Bidder deposits such amounts by cheque/Demand Draft/NEFT within ten (10) days of issue of demand notice by the Bank.

4.12 Adherence to Safety Code:

The Successful Bidder will have to adhere to the safety code as detailed below:

- a) The Successful Bidder shall follow the safety regulations as prescribed in the tender and Indian Standards. It shall provide necessary safety appliances to its employees as instructed by the Bank depending upon the nature of work. All model safety rules, issued by safety section, from time to time shall be strictly followed.
- b) First-aid appliances/kits, adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
- c) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- d) Any person found under the influence of alcohol or any intoxicating drugs on duty is unfit for duty and should not be allowed to work.
- e) There may be venomous reptiles and insects in the green areas where AMC work is to be carried out. Utmost care shall be taken by the Successful Bidder throughout the contract period to prevent accidents.

4.13 Employment of Staff and employees:

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilment of the obligations under the contract until the expiry of the contract.

The Bank shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Bank to be undesirable. Such person shall not be employed again at works site without the written permission of the Bank and the persons so removed shall be replaced as soon as possible by competent substitutes.

The following acts by the staff engaged will cause the Bank or the Contractor to initiate strict action against that employee –

- (i) Wilful disobedience, (ii) Theft/Fraud/Dishonesty, (iii) Habitual late attendance, (iv) Habitual indiscipline, (v) Drinking and Smoking in the premises, (vi) Sleeping on duty etc.

4.14 All relevant Statutory Laws to be complied with by the Contractor:

- a) The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and



Regulation) Act, 1986, Minimum Wages (Central Govt.) Rules, 1950.

b) The contractor shall also comply with the provisions of the undermentioned statutes/acts:

Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, Employees State Insurance Act 1948, e) Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees Liability Act, 1938, Employment of Children Act 1938, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Maternity Benefit Act 1961 and the Rules there under or any other laws /Rules/ Acts as applicable to the contract workmen from time to time.

c) The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable. Any failure to fulfil these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.

4.15 Other responsibilities of the Successful Bidder:

- Successful Bidder shall maintain co-operation with other vendors and labourers engaged by the Bank so that all kinds of works of the Bank may run smoothly.
- Successful Bidder shall obtain feedback from the residents on quarterly basis for all the works being done by them format of which shall be provided separately.
- Apart from this contract, the Bank, on its own discretion, may chose (but not be liable to) the agency for assignment of miscellaneous electrical/ civil/ general works of painting, false ceiling repair, etc. to which it shall not refuse and shall ensure completion of these tasks in a timely manner as such works need to be done within certain timelines. It may be noted that separate work order and compensation will be given for such works, if any.

4.16 Abiding by the provisions of Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 at workplace:

a) The Successful Bidder shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at workplace (Prevention, Prohibition & 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 Successful Bidder the Successful Bidder shall ensure appropriate action under the said Act in respect of 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) Successful Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Successful Bidder, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Successful Bidder is proved.

d) The Successful Bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

4.17 A bidder is liable for debarment/disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of Integrity:



- a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) obstruction of any investigation or auditing of a procurement process.
- h) making false declaration or providing false information for participation in a tender process or to secure a contract.
- i) failed to disclose conflict of interest.
- j) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence-(a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Successful bidder shall submit an undertaking regarding declaration of debarment by public institutions.

I/ We hereby declare that I/ We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the abovementioned Contract is entrusted to me/us.

I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

I/We agree that the Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.

I/We have gone through the terms and conditions and these are agreed by me/us.

Place: (Signature of the Bidder with stamp)

Date: Name:

Section – VIII Documents to be uploaded by the bidder with the Tender on MSTC website



Sr. No	Documents to be furnished
1	The Bidders shall deposit EMD of ₹23,680/- by NEFT with their Bid. EMD A/C No- 186003001 Name - Reserve Bank of India, IFSC Code - RBIS0DNPA01 (5th & 10 th being zero), Branch Name – Dehradun
2	Signed copy of tender document
3	PAN Card copy
4	GST Registration Copy
5	Bank Details
6	Undertaking regarding declaration of debarment by public institutions (on the letterhead)
7	Form of Tender (Section-III)
8	Proforma for undertaking for Minimum wages and other statutory perquisites (To be submitted along with Part-I of tender)
9	Any other relevant document(s) sought in this tender document



Section IX - Safety Code

1. There shall be maintained in a readily available place, First Aid appliance including adequate supply of sterilized dressings and cotton wool.
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 should be provided for workmen for all works that cannot safely be done from ground / floor.
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. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed in mixing and handling material / chemicals etc., shall be provided with protective footwear and rubber hand gloves.
9. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 meters from ground level.
10. (i) No paint / chemicals containing lead products shall be used except in the form of paste or readymade paint.
(ii) Necessary PPE kits, facemasks, hand gloves, boots, etc. should be supplied for use by the workers.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
14. A certificate stating that all the tools, equipment, safety gears, machinery etc., are in order, based on periodical check by the contractor / authorized person of the contractor.



Section X - Safety Code

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables / wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e., welding, drilling, cutting machine, air compressors etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended and issued by fire officers should be kept on the site.
- vii. Used chemical / paint drums shall be stored in specified store only after closing them properly.
- viii. None of the passages near lift lobby and staircases shall be used for stacking/ dumping any kind of materials / waste / debris.
- ix. None of the fire extinguishers shall be removed / shifted from its designated location.
- x. The power supply shall be switched off from the mains when equipment is not in use.
- xi. Any dust/garbage/debris generated from the work shall be collected on a daily basis, removed from site and stored/disposed of at the designated place in proper manner.
- xii. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- xiii. All the electrical / mechanical / electromechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.



Section XI – Commercial Conditions

Sr. No.	Description	Bank's	Acceptance of Bank's terms (YES/NO)
1	Validity of Tender	90 days	
2	EMD	EMD of ₹23680/- to be remitted using NEFT (UTR number to submitted along with the Technical Bid).	
3	Terms of payment	Payment will be made on Monthly and actual work done basis subject to submission of proper invoice in all aspects. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.	
4	Scope of work	As per specifications in Section II of the tender	
5	Penalties	As per clause 4.5 of Section VII of the tender document	
6	Performance Bank guarantee (to be submitted by the Successful Bidder) at the time of award of the work	As per clause 4.11 of Section VII of the tender document	

Place

Signature of Bidder

Date

Name

Seal of the Bidder

Designation



Annexure I

Format of Performance Bank Guarantee (On Non-Judicial Stamp Paper of appropriate value)

Place:

Date:

To

The Regional Director
Reserve Bank of India
Estate Department
Plot No. 16-17, IT Park
Sahastradhara Road
Dehradun- 248013

Dear Sir,

Name of Work:Ref.: NIT/Advt.No. date

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT

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

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

(Rupees

only)

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

AND Whereas, we, (Name of the Bank), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ as



Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

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

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

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

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

5. We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only). c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

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

e) The notice demanding payment can be issued by RBI on the following address of the issuing Bank. i) Postal address ii) Email address iii) Facsimile

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



For and on behalf of

(Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature Name

Address

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



Annexure II - Proforma for undertaking for Minimum wages and other statutory perquisites (To be submitted along with Part-I of tender)

To
The Regional Director
Reserve Bank of India
Estate Department
Dehradun – 248013.

Dear Sir/ Madam,

Name of work: _____

We, M/s _____ (name of the firm/establishment), do hereby undertake that we shall adhere to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, code on wages 2019 as amended from time to time and any other applicable statutory provision with respect to wages, perquisites and any other benefits and facilities to the workmen deployed by us under the captioned work.

1. In this context, we (name of the firm/establishment) also undertake/confirm that the higher of the minimum wages, declared by the Central Government and Maharashtra Government from time to time shall be paid along with the applicable arrears. We shall also be liable to pay the following statutory perquisites to the staff engaged by us in connection with the captioned work.

S. No.	Description	To be filled by tenderer
1	Minimum wages (higher between the Minimum wages declared by Central Government or Uttarakhand State Government) latest published (Basic +VDA)	
2	No of days per month considered for payment to the manpower deployed	
3	HRA {please indicate % of (Basic +VDA)}	
4	Bonus {please indicate % of (Basic +VDA)}	
5	Employer Contributions	
	a Employee state insurance (ESI) {please indicate % of (Basic +VDA +HRA)}	
	b Employees Provident Fund (EPF) {please indicate % of (Basic +VDA)}	



6	Other perquisites please indicate % of (Basic +VDA)	
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2. We M/s. _____ (Name of the firm/establishment) also undertake that if there is any additional statutory obligation with respect to the captioned work, is applicable on us due to change of the status / standing of our firm / Number of manpower deployed, we shall continue to fulfil the increased obligation within the quoted rates / the rates revised as per the formula indicated in the tender without any additional claim.

Place:

Signature and seal of the Tenderer

Date:

Name:



Annexure III - Estimated Cost Calculation

Estimated Cost Calculation							
Sr. No.	Type of employees	Type of Labour	No. of employees	No. of working days in a year	Minimum wages per day (as per MoLE, Govt. of India for B area, as on 01/04/2024 i.e.: (Basic)+(VDA)) (in ₹)	Wages per month (in ₹)	Wages per annum (in ₹) c*d*e
1	Gardener	Skilled	1	312	862	22412	268944.00
2	Gardener Helper	Semi-Skilled	2	312	734	38168	458016.00
Total Cost of Labour per annum - (A)							726960.00
3	<i>Bonus @ 8.33% on salary for 02 (total semi-skilled + Unskilled employees) x Yearly salary x 8.33% Bonus (payable only for employees receiving salary upto ₹21,000/- per month or any amount specified by authority from time to time. Hence, currently applicable for Semi-skilled and Unskilled workers only.</i>						38152.73
4	<i>EPF @ 13% (includes admin. Charges) on 'A' Calculated for 03 (total employees) x 15000 (monthly ceiling) x 12 months x 13% EPF contribution (subject to maximum ceiling of ₹15000/ salary per month or any amount specified by EPFO from time to time)</i>						70200.00
5	<i>ESIC @ 3.25% on salary for 02 (total semi-skilled + Unskilled employees) x Yearly salary x 3.25% ESIC (Payable only for employees receiving salary upto ₹21,000/- per month or any amount specified by ESIC from time to time. Hence, currently applicable for Semi- skilled and Unskilled workers only.</i>						14885.52
6	<i>Cost of Consumables [3% of (A)] Our estimated Cost of consumables has been derived at 3% of Total Cost of Labour per Annum excluding three components (viz; Bonus, EPF & ESIC) and it means cost towards supply of machinery, tools & other such basic consumables, cost of new uniform twice in a year to the personnel engaged, cost of providing one set of matching raincoats in Monsoon, cost of providing one matching jacket in Winters, safety shoes, cost towards taking insurance policies, transportation costs, lifting of debris, & all other incidental costs etc. All these consumables must be supplied in advance in new condition and put to use only after obtaining written approval from the Bank's authorised officials. Usage of any of these consumables from older sites of the bidders is strictly prohibited and if the successful bidders are found to be doing so at a later stage, the Bank may forfeit the PBG/Security deposit, take penal action and/or terminate the contract by giving a notice of 07 days. Bidders are expected to quote a reasonable amount, which is at least equal to or more than the cost of consumables considered by the Bank. Failing which, the bid will be rejected.</i>						21808.80



7	Total Cost before Profit & GST (A+3+4+5+6)	872007.05
8	<i>Profits & Overheads [15% of 7] Our Contractor's profit & overheads has been derived as 15% of [Total Cost of Labour per Annum + Bonus + PF + ESIC + Cost of Consumables] to compute the estimated cost of the work. Bidders are expected to quote a reasonable amount towards this component, for facilitating the business as viable.</i>	130801.06
9	Cost of Tender per annum excluding 18% GST [7+8]	1002808.11
10	18% GST on (9)	180505.46
11	Grand total per annum including 18% GST	1183313.57
12	Say	1184000.00

NOTE:

1. Overall, estimated cost of tender including GST being approx. ₹11,84,000/-
2. Evaluation of financial bids shall be on the basis on the basis of 12 above [i.e., ₹11,84,000/-]
3. Minimum wages are calculated based on the wages prescribed by the Central Government with effect from April 01, 2024.



**Reserve Bank of India
Estate Department
Dehradun**

**Tender - Part II
Price Bid**

For

Annual Maintenance Contract for providing Gardening, horticulture & Landscaping
Services at Main Office Premises, Reserve Bank of India, Dehradun



PART-II Financial Bid
(Schedule of Quantities)

(Price should not be quoted here and should only be quoted online in the MSTC portal)

Contractors are advised to quote their rates after the sites visit confirming to the conditions and the detailed scope of work stated in Part-I.

Name of the Firm:

Address:

Contact Details:

Note: Please read the terms conditions & Important Instructions of Part II before filling the Bid

Annual Maintenance Contract for providing Gardening, horticulture & Landscaping Services at Main Office Premises, Reserve Bank of India, Dehradun						
	a	b	c	d	e	g
Sr. No.	Type of employees	Type of Labour	No. of employees	No. of working days in a year	Minimum wages per day (as per MoLE, Govt. of India for B area, as on 01/04/2024 i.e.: (Basic)+(VDA)) (in ₹)	Wages per annum (in ₹) c*d*e
Header A - Labour component [EXCLUDING GST] - Rates quoted must be for one year and exclusive of all taxes. Tenders having quoted rates below the prescribed minimum wages and statutory provisions under Header 'A' (even if it is less by ₹1/-) will be rejected. The bidder must quote prices as per format prescribed here in Part II as available in MSTC portal.						
1	Gardener	Skilled	1	312	862	22412
2	Gardener Helper	Semi-Skilled	2	312	734	38168
Total Cost of Labour per annum - (A)						726960.00
3	<i>Bonus @ 8.33% on salary for 02 (total semi-skilled + Unskilled employees) x Yearly salary x 8.33% Bonus (payable only for employees receiving salary upto ₹21,000/- per month or any amount specified by authority from time to time. Hence, currently applicable for Semi-skilled and Unskilled workers only.</i>					38152.73
4	<i>EPF @ 13% (includes admin. Charges) on 'A' Calculated for 03 (total employees) x 15000 (monthly ceiling) x 12 months x 13% EPF contribution (subject to maximum ceiling of ₹15000/ salary per month or any amount specified by EPFO from time to time)</i>					70200.00
5	<i>ESIC @ 3.25% on salary for 02 (total semi-skilled + Unskilled employees) x Yearly salary x 3.25% ESIC (Payable only for employees receiving salary upto ₹21,000/- per month or any amount</i>					14885.52



	<i>specified by ESIC from time to time. Hence, currently applicable for Semi- skilled and Unskilled workers only.</i>	
Total amount for Header-A (Labour Component) per annum i.e., Sum of 1 to 7		8,50,198.25
Header B: Non-Labour Component [EXCLUDING GST] - Rates quoted must be for one year and exclusive of all taxes. The bidder must quote prices as per format prescribed here in Part II as available in MSTC portal.		
8	<p>Cost of consumables - Our Cost of consumables has been derived at 3% of Total Cost of Labour per Annum excluding three components (viz; Bonus, EPF & ESIC) and it means cost towards supply of machinery, tools & other such basic consumables, cost of new uniform twice in a year to the personnel engaged, cost of providing one set of matching raincoats in Monsoon, cost of providing one matching jacket in Winters, safety shoes, cost towards taking insurance policies, transportation costs, lifting of debris, & all other incidental costs etc.</p> <p>All these consumables must be supplied in advance in new condition and put to use only after obtaining written approval from the Bank's authorised officials. Usage of any of these consumables from older sites of the bidders is strictly prohibited and if the successful bidders are found to be doing so at a later stage, the Bank may forfeit the PBG/Security deposit, take penal action and/or terminate the contract by giving a notice of 07 days.</p> <p>Bidders are expected to quote a reasonable amount, which is at least equal to or more than the cost of consumables considered by the Bank. Failing which, the bid will be rejected.</p>	
9	<p>Profits, Overheads & Service Charge.</p> <p>Our Contractor's profit & overheads has been derived as 15% of [Total Cost of Labour per Annum + Bonus + PF + ESIC + Cost of Consumables] to compute the estimated cost of the work. Bidders are expected to quote a reasonable amount towards this component, for facilitating the business as viable.</p>	
Total amount for Header-B (Other Components) per annum i.e., Sum of 8+9		
Total (Total of Header A + Header B)		
<i>Applicable GST on (Total of Header A + Header B)</i>		
Grand total (Total of Header A + Header B + GST) per annum		

Terms Conditions & Important Instructions

- The Bank will only reimburse extant minimum statutory mandatory payment, as applicable, made by the vendor to their workers towards Employee State Insurance (ESI), Employee Provident Fund (EPF), Bonus [and extant administrative charges], as per details given below-
 - EPF @ 13%
 - ESI contribution @ 3.25%
 - Bonus @ 8.33%
- Please quote your amount including GST @applicable rates on the applicable components.
- Tenders having quoted rates below the prescribed minimum wages and statutory provisions under Header 'A' (even if it is less by ₹1/-) will be rejected.
- Profit, Overheads & Service Charge has been derived as 15% of [Total Cost of Labour per Annum + Bonus + PF + ESIC + Cost of Consumables] to compute the estimated cost of the work. **Bidders are expected to quote a reasonable amount towards this component, for facilitating the business as per this tender document as viable.**



- e. All the rates quoted (including statutory payments) should be rounded off to the higher rupee.
- f. Agency must submit copy of proof payments of statutory dues and payments to manpower deployed in their respective bank accounts and the same to be submitted along with the monthly bills.

Place:
Date:

(Signature of Tenderer) Name and Address with seal