



भारतीय रिज़र्व बैंक / Reserve Bank of India  
संपदा विभाग/ Estate Department  
अहमदाबाद/ Ahmedabad



## निविदा आमंत्रण सूचना (एनआईटी)

**अहमदाबाद में स्थित बैंक की विभिन्न संपत्तियों में दिन-प्रतिदिन की बढ़ईगिरी (कार्पेटरी) और स्वच्छता और प्लंबिंग रखरखाव/मरम्मत कार्यों को करने के लिए प्लंबर और बढ़ई की सेवाओं की व्यवस्था करने और उपलब्ध कराने के लिए वार्षिक रखरखाव अनुबंध के लिए ई-निविदा**

भारतीय रिज़र्व बैंक, अहमदाबाद कार्यालय, अहमदाबाद में स्थित बैंक की विभिन्न संपत्तियों में दिन-प्रतिदिन की बढ़ईगिरी (कार्पेटरी) और स्वच्छता और प्लंबिंग रखरखाव/मरम्मत कार्यों को करने के लिए प्लंबर और बढ़ई की सेवाओं की व्यवस्था करने और उपलब्ध कराने के लिए वार्षिक रखरखाव अनुबंध के लिए ई-टेंडर आमंत्रित करता है। टेंडरिंग एमएसटीसी लिमिटेड के ई-टेंडरिंग पोर्टल (<https://mstcecommerce.com/eprocn>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को टेंडरिंग प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा। ई-टेंडर की अनुसूची इस प्रकार है:

|   |   |          |
|---|---|----------|
| ई-निविदा संख्या   | RBI/Ahmedabad<br>Office/Estate/4/24-25/ET/221   | Regional |
| अनुमानित लागत   | 32.55 लाख   |          |
| निविदा का तरीका   | ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - टेक्नो-कमर्शियल बोली और भाग II - मूल्य बोली <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> के माध्यम से) |          |
| एनआईटी की तिथि पार्टियों के लिए डाउनलोड करने हेतु उपलब्ध है | 16 जुलाई, 2024 के 18:00 बजे से आगे  |          |
| वेबसाइट से निविदा प्रपत्र डाउनलोड करने की तिथि और समय       | 16 जुलाई, 2024 को शाम 06:00 बजे से  |          |
| बोली-पूर्व बैठक   | ऑफलाइन 11.00 बजे 06 अगस्त, 2024 स्थान: भारतीय रिज़र्व बैंक, चौथी मंजिल, संपदा विभाग, अहमदाबाद   |          |

|  |   |
|--|---|
| i) बयाना राशि जमा  | <p>रु. 65,099/- एनईएफटी/नेट बैंकिंग के माध्यम से केवल हमारे खाता संख्या खाता संख्या में भुगतान किया गया ।</p> <p><b>एनईएफटी का विवरण</b></p> <p>लाभार्थी का नाम: ESTATE &lt;space&gt; <b>आपकी फर्म का नाम</b></p> <p>लाभार्थी खाता संख्या: <b>186003001</b></p> <p>आईएफएससी: <b>RBISOAHPA01 (5 वीं और 10 वीं संख्या शून्य और भारतीय रिजर्व बैंक अहमदाबाद को)।</b></p> |
| ii) निविदा शुल्क   | शून्य   |
| ईएमडी जमा करने की अंतिम तिथि   | 16 अगस्त 2024 के 14.00 बजे तक   |
| आरबीआई अहमदाबाद में ऑनलाइन टेक्नो-कमर्शियल बोली और मूल्य बोली जमा करने के लिए ई-टेंडर शुरू होने की तिथि                                | 07 अगस्त, 2024 के 10.00 बजे से आगे  |
|  | <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>  |
| टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि।  | 16 अगस्त, 2024 के 14.00 बजे तक  |
| भाग-1 (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय तथा मूल्य बोली खोलने की सूचना अलग से दी जाएगी।                               | 16 अगस्त, 2024 के 15.00 बजे तक  |
| लेनदेन शुल्क (ई-निविदा में भाग लेने के लिए विक्रेताओं द्वारा एमएसटीसी ई-भुगतान गेटवे के माध्यम से एमएसटीसी को अलग से जमा किया जाना है) | एमएसटीसी के अनुसार, एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से लेनदेन शुल्क का भुगतान   |

**नोट:** यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और यह इस सीमित निविदा में बोली लगाने के लिए खुला आमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अनचाहे प्रस्तावों को अनदेखा किया जा सकता है। हालांकि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार RBI के पास नामांकन के लिए आवेदन कर सकते हैं।

आवेदन करने के इच्छुक आवेदकों को अपनी योग्यता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में विफल रहने की स्थिति में, बैंक उनकी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है। बिना ईएमडी के निविदाएं किसी भी परिस्थिति में स्वीकार नहीं की जाएंगी।

बैंक सबसे कम कीमत वाली निविदा को 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।

भविष्य में निविदा में यदि कोई संशोधन/शुद्धिपत्र जारी किया जाएगा तो उसे केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर ही अधिसूचित किया जाएगा तथा समाचार पत्र में प्रकाशित नहीं किया जाएगा।

**क्षेत्रीय निदेशक,  
भारतीय रिजर्व बैंक,  
अहमदाबाद**



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
AHMEDABAD**

**अहमदाबाद में स्थित बैंक की विभिन्न संपत्तियों में दिन-प्रतिदिन की बढ़ईगिरी (कार्पेंटरी) और स्वच्छता और प्लंबिंग रखरखाव/मरम्मत कार्यों को करने के लिए प्लंबर और बढ़ई की सेवाओं की व्यवस्था करने और उपलब्ध कराने के लिए वार्षिक रखरखाव अनुबंध के लिए ई-निविदा**

**e-Tender for  
Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad**

**Part – I**

**निविदाकर्ता का नाम Name of Tenderer: \_\_\_\_\_**

**पता Address: \_\_\_\_\_**

\_\_\_\_\_

|                          |   |
|--------------------------|---|
| प्रस्तुत करने अंतिम तिथि | 16 अगस्त, 2024 अपराह्न 02:00 बजे या उससे पहले |
| Last date of submission  | August 16, 2024, on or before 02:00 PM        |

यह दस्तावेज भारतीय रिजर्व बैंक (आरबीआई) की संपत्ति है। उक्त प्रयोजन के लिए आरबीआई को जवाब देने के उद्देश्य को छोड़कर, आरबीआई की लिखित अनुमति के बिना इसे इलेक्ट्रॉनिक या अन्य किसी भी माध्यम पर कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। इस दस्तावेज की सामग्री का उपयोग, यहां तक कि अधिकृत कर्मियों / एजेंसियों द्वारा यहां निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए, सख्ती से निषिद्ध है और कॉपीराइट उल्लंघन के बराबर होगा और इस प्रकार, भारतीय कानून के तहत दंडनीय होगा।

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed, or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

## अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, संपदा विभाग, अहमदाबाद ने इस दस्तावेज़ को इच्छुक पार्टियों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिज़र्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज़ में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्त या अंतर्निहित हो, नहीं किया जाता है।

Reserve Bank of India, Estate Department, Ahmedabad, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

इसका आशय यह नहीं है कि जानकारी संपूर्ण है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर प्रदान की गई है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है। भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाली किसी भी पार्टी से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाली किसी भी पार्टी या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

## Index

| Sr No. | Description   | Page No. |
|--------|---|----------|
| 1      | निविदा आमंत्रण सूचना (एनआईटी)/ NOTICE INVITING TENDER (NIT) | 5-9      |
| 2      | निविदा की अनुसूची (एसओटी)/ SCHEDULE OF TENDER (SOT)         | 10-13    |
| 3      | Important instructions for E-Tender                         | 14-17    |
| 4      | निविदा का फॉर्म/ FORM OF TENDER                             | 18- 21   |
| 5      | General Instructions to Contractors                         | 22-31    |
| 6      | Section II - Special Conditions for Tenderers               | 32-37    |
| 7      | Special Terms and Conditions                                | 38-39    |
| 8      | Articles of Agreement                                       | 40-54    |
| 9      | Scope of Work   | 55-58    |
| 10     | SAFETY CODE   | 59       |
| 11     | Annexure-I  | 60-61    |
| 12     | SCHEDULE OF QUANTITY  | 62-64    |



भारतीय रिज़र्व बैंक / Reserve Bank of India  
संपदा विभाग/ Estate Department  
अहमदाबाद/ Ahmedabad

**निविदा आमंत्रण सूचना (एनआईटी)**

**अहमदाबाद में स्थित बैंक की विभिन्न संपत्तियों में दिन-प्रतिदिन की बढ़ईगिरी (कार्पेंटरी) और स्वच्छता और प्लंबिंग रखरखाव/मरम्मत कार्यों को करने के लिए प्लंबर और बढ़ई की सेवाओं की व्यवस्था करने और उपलब्ध कराने के लिए वार्षिक रखरखाव अनुबंध के लिए ई-निविदा**

भारतीय रिज़र्व बैंक, अहमदाबाद कार्यालय, अहमदाबाद में स्थित बैंक की विभिन्न संपत्तियों में दिन-प्रतिदिन की बढ़ईगिरी (कार्पेंटरी) और स्वच्छता और प्लंबिंग रखरखाव/मरम्मत कार्यों को करने के लिए प्लंबर और बढ़ई की सेवाओं की व्यवस्था करने और उपलब्ध कराने के लिए वार्षिक रखरखाव अनुबंध के लिए ई-टेंडर आमंत्रित करता है। टेंडरिंग एमएसटीसी लिमिटेड के ई-टेंडरिंग पोर्टल (<https://mstcecommerce.com/eprocn>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को टेंडरिंग प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा। ई-टेंडर की अनुसूची इस प्रकार है :

|   |   |
|---|---|
| ई-निविदा संख्या   | RBI/Ahmedabad Regional Office/Estate/4/24-25/ET/221   |
| अनुमानित लागत   | 32.55 लाख   |
| निविदा का तरीका   | ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - टेक्नो-कमर्शियल बोली और भाग II - मूल्य बोली <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> के माध्यम से) |
| एनआईटी की तिथि पार्टियों के लिए डाउनलोड करने हेतु उपलब्ध है | 16 जुलाई, 2024 के 18:00 बजे से आगे  |
| वेबसाइट से निविदा प्रपत्र डाउनलोड करने की तिथि और समय       | 16 जुलाई, 2024 को शाम 06:00 बजे से  |
| बोली-पूर्व बैठक   | ऑफलाइन 11.00 बजे 06 अगस्त, 2024 स्थान: भारतीय रिज़र्व बैंक, चौथी मंजिल, संपदा विभाग, अहमदाबाद   |

|  |   |
|--|---|
| i) बयाना राशि जमा  | रु. 65,099/- एनईएफटी/नेट बैंकिंग के माध्यम से केवल हमारे खाता संख्या खाता संख्या में भुगतान किया गया ।<br><b>एनईएफटी का विवरण</b><br>लाभार्थी का नाम: ESTATE <space> <b>आपकी फर्म का नाम</b><br>लाभार्थी खाता संख्या: <b>186003001</b><br>आईएफएससी: <b>RBISOAHPA01 (5 वीं और 10 वीं संख्या शून्य और भारतीय रिजर्व बैंक अहमदाबाद को)</b> । |
| ii) निविदा शुल्क   | शून्य   |
| ईएमडी जमा करने की अंतिम तिथि   | 16 अगस्त 2024 के 14.00 बजे तक   |
| आरबीआई अहमदाबाद में ऑनलाइन टेक्नो-कमर्शियल बोली और मूल्य बोली जमा करने के लिए ई-टेंडर शुरू होने की तिथि                                | 07 अगस्त, 2024 के 10.00 बजे से आगे<br><a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>  |
| टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि।  | 16 अगस्त, 2024 के 14.00 बजे तक  |
| भाग-1 (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय तथा मूल्य बोली खोलने की सूचना अलग से दी जाएगी।                               | 16 अगस्त, 2024 के 15.00 बजे तक  |
| लेनदेन शुल्क (ई-निविदा में भाग लेने के लिए विक्रेताओं द्वारा एमएसटीसी ई-भुगतान गेटवे के माध्यम से एमएसटीसी को अलग से जमा किया जाना है) | एमएसटीसी के अनुसार, एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से लेनदेन शुल्क का भुगतान   |

नोट: यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और यह इस सीमित निविदा में बोली लगाने के लिए खुला आमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अनचाहे प्रस्तावों को अनदेखा किया जा सकता है। हालांकि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार RBI के पास नामांकन के लिए आवेदन कर सकते हैं।

आवेदन करने के इच्छुक आवेदकों को अपनी योग्यता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में विफल रहने की स्थिति में, बैंक उनकी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है। बिना ईएमडी के निविदाएं किसी भी परिस्थिति में स्वीकार नहीं की जाएंगी।



बैंक सबसे कम कीमत वाली निविदा को 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।

भविष्य में निविदा में यदि कोई संशोधन/शुद्धिपत्र जारी किया जाएगा तो उसे केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर ही अधिसूचित किया जाएगा तथा समाचार पत्र में प्रकाशित नहीं किया जाएगा।

**क्षेत्रीय निदेशक,  
भारतीय रिजर्व बैंक,  
अहमदाबाद**



भारतीय रिज़र्व बैंक / Reserve Bank of India  
संपदा विभाग/ Estate Department  
अहमदाबाद/ Ahmedabad

NOTICE INVITING TENDER (NIT)

**E-Tender for Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad**

Reserve Bank of India, Ahmedabad office invites e-tender for Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad office premises. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn/>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

|   |   |
|---|---|
| E-Tender No   | RBI/Ahmedabad Regional Office/Estate/4/24-25/ET/221   |
| Estimated cost  | 32.55 Lakh  |
| Mode Of Tender  | e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> ) |
| Date of NIT available to parties to download          | From 18:00 hrs. of July 16, 2024 onwards  |
| Date and time of downloading tender form from Website | July 16, 2024 from 06:00 pm onwards   |

|   |  |
|---|--|
| Pre-Bid meeting   | Offline 11.00 hrs. on August 06, 2024 Venue: Reserve Bank of India, 4 <sup>th</sup> Floor, Estate Department, Ahmedabad  |
| Last Date of Submission of EMD  | Up to 14.00 hrs. of August 16, 2024  |
| i) Earnest Money Deposit  | Rs. 65,099/- by NEFT paid through NEFT/ Net Banking only to in our A/c No. Account No.<br><b>Details for NEFT</b><br>Beneficiary Name: ESTATE<space> <b>Your Firm's Name</b><br>Beneficiary Ac No: <b>186003001</b><br>IFSC: <b>RBIS0AHPA01</b> (5 <sup>th</sup> and 10 <sup>th</sup> are zero. <b>186003001</b> & to Reserve Bank of India Ahmedabad) |
| ii) Tender Fees   | NIL  |
| Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at RBI Ahmedabad<br><a href="https://www.mstcecommerce.com/eproc/n/">https://www.mstcecommerce.com/eproc/n/</a> | From 10:00 hrs. of August 07, 2024 onwards   |
| Date of closing of online e-tender for submission of Techno-Commercial Bid, Prequalification documents, Price Bid.  | Up to 14.00 hrs. of August 16, 2024  |
| Date & time of opening of Part-I (i.e. Techno-Commercial Bid) and opening of price bid shall be informed separately   | 15.00 hrs. of August 16, 2024  |
| Transaction Fee (To be submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)   | As per MSTC. Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED  |

**Note:** This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Regional Director, Ahmedabad**

## निविदा की अनुसूची (एसओटी)

क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, अहमदाबाद द्वारा अहमदाबाद में भारतीय रिज़र्व बैंक के मुख्य कार्यालय भवन और आवासीय क्वार्टरों में बढ़ईगिरी और नलसाजी और संबंधित विविध कार्यों के लिए वार्षिक रखरखाव अनुबंधों के लिए एमएसटीसी के माध्यम से ई-निविदा आमंत्रित की जाती है। विस्तृत निविदा सूचना के साथ ई-निविदा एमएसटीसी की वेबसाइट <https://www.mstcecommerce.com/eprocn> और आरबीआई की वेबसाइट पर <https://www.rbi.org.in> पर "निविदाएं" खंड के तहत उपलब्ध है।

- सभी पैनलबद्ध बोलीदाताओं को ई-निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी के साथ स्वयं को पंजीकृत करना होगा।
- कार्य की अनुमानित लागत ₹32.55 लाख (लगभग) है, हालांकि वास्तविक राशि भिन्न हो सकती है।
- ई-निविदा प्रक्रिया की अनुसूची निम्नानुसार है:

|   |   |   |
|---|---|---|
| A | ई-निविदा सं.  | RBI/Ahmedabad Regional Office/Estate/4/24-25/ET/221   |
| B | निविदा का तरीका   | ई-प्रोक्योरमेंट सिस्टम<br>( <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> के माध्यम से ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली)   |
| C | पार्टियों को डाउनलोड करने के लिए एनआईटी उपलब्ध होने की तिथि | 16 जुलाई, 2024  |
| D | बयाना जमाराशि   | सफल बोलीदाता द्वारा कार्य सौंपने से पहले बैंक द्वारा सूचित समय पर या उससे पहले 2% की दर से ईएमडी राशि भारतीय रिज़र्व बैंक के बैंक खाते में जमा की जा सकती है। NEFT/RTGS लेनदेन के लिए खाता विवरण इस प्रकार है।<br><b>खाता नाम: भारतीय रिज़र्व बैंक, अहमदाबाद</b><br><b>खाता संख्या: 186003001</b><br><b>आईएफएस कोड: RBIS0AHPA01</b><br><br>(कृपया IFSC कोड के 5वें और 10वें अक्षर को "शून्य" के रूप में पढ़ें)<br><br>ईएमडी भारतीय रिज़र्व बैंक, अहमदाबाद के पक्ष में तैयार अनुसूचित वाणिज्यिक बैंक द्वारा जारी डिमांड ड्राफ्ट/बैंक गारंटी के रूप में भी जमा की जा सकती है। |
| E | प्री-बिड मीटिंग की तिथि                                     | 06 अगस्त, 2024 को पूर्वाह्न 11 बजे  |
| F | बोली शुरू करने की तारीख                                     | 07 अगस्त, 2024 को पूर्वाह्न 10 बजे  |

|   |                               |                                    |
|---|-------------------------------|------------------------------------|
| G | निविदा जमा करने की अंतिम तिथि | 16 अगस्त, 2024 को अपराह्न 2.00 बजे |
| H | निविदा खुलने की तिथि          | 16 अगस्त, 2024 को अपराह्न 3.00 बजे |

5. बैंक कोई भी कारण बताए बिना किसी भी या सभी ई-निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

टिप्पणी: सभी निविदाकर्ता कृपया नोट करें कि ई-निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि भविष्य में जारी किया जाता है, तो केवल आरबीआई और एमएसटीसी वेबसाइट पर ही ऊपर दिए गए अनुसार अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

क्षेत्रीय निदेशक, अहमदाबाद

## SCHEDULE OF TENDER (SOT)

Regional Director, Reserve Bank of India, Ahmedabad invites e-Tender through MSTC for Annual Maintenance Contracts for Carpentry and Plumbing and Related Miscellaneous Works at RBI Main Office building and Residential Quarters in Ahmedabad. The e-Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprocn> and the website of the RBI at <https://www.rbi.org.in> under the menu "Tenders".

2. All empanelled bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.
3. The estimated cost of the work is ₹32.55 lakh (approx.), however the actual amount may vary.
4. The schedule for the e-Tendering process is as under:

|   |  |   |
|---|--|---|
| A | E-Tender No.                                 | RBI/Ahmedabad Regional Office/Estate/4/24-25/ET/221   |
| B | Mode of Tender                               | e-Procurement System<br>(Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> )  |
| C | Date of NIT available to parties to download | July 16, 2024   |
| D | Earnest Money Deposit                        | <p>The EMD @ 2% amount may be remitted to bank account of Reserve Bank of India on or before the time as informed by the Bank before awarding the work only by the successful bidder. The account details for NEFT/RTGS transactions are as follows.</p> <p><b>A/c Name: Reserve Bank of India, Ahmedabad</b><br/><b>A/c Number: 186003001</b><br/><b>IFS Code: RBIS0AHPA01</b><br/><b>(Please read 5th and 10th character of IFSC Code as "Zero")</b></p> <p>EMD may also be submitted in the form Demand draft/ Bank Guarantee issued by a scheduled commercial Bank drawn in favour of Reserve Bank of India, Ahmedabad.</p> |
| E | Date of Pre-Bid Meeting                      | 11.00 am on August 06, 2024   |
| F | Bidding Start Date                           | August 07, 2024, 10.00 am onwards   |
| G | Last Date for submission of the tender       | 2.00 pm on August 16, 2024  |
| H | Date of opening of tender                    | 3.00 pm on August 16, 2024  |

5. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

Note: All the tenderers may please note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

Regional Director, Ahmedabad



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
AHMEDABAD**

**Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad**

**Important instructions for E-Tender**

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

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

*SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)*

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

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

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

**Contact person (RBI):**

|   |   |
|---|---|
| Shri Lavkesh Meena<br>Manager<br>Email ID: <a href="mailto:lavkeshmeena@rbi.org.in">lavkeshmeena@rbi.org.in</a><br>Mobile: +91 7053756073 | Shri Balram B. Panchal<br>Assistant Manager<br>Email ID: <a href="mailto:balrampanchal@rbi.org.in">balrampanchal@rbi.org.in</a><br>Phone no: +91 7020369948 |
|---|---|

**Contact Person (MSTC Ltd):**

|  |   |
|--|---|
| Ms.Megha Sinha,<br><a href="mailto:megha@mstcindia.co.in">megha@mstcindia.co.in</a><br>Ph-0265-2960354/0265 -<br>2960379/0265-960385;<br>extension 205, 7044067736 | Marut Saha, Manager<br><a href="mailto:vadopn3@mstcindia.in">vadopn3@mstcindia.in</a><br>0265-2960354/ 0265-2960379/<br>0265-2960385; extension 204<br>8420178283 |
|--|---|

## **B) System Requirement:**

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

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

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

## **Other Settings:**

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

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

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn). Tenders will be opened electronically on specified date and time as given in the Tender.
3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

## **4. Special Note towards Transaction fee:**

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” Link under “**My Menu**” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6. E-tender cannot be accessed after the due date and time mentioned in Notice Inviting Tender (NIT).

## 7. **Bidding in e-tender:**

- a) The EMD amount may be remitted to bank account of Reserve Bank of India on or before the time as informed by the Bank before awarding the work only by the successful bidder. The account details for NEFT/RTGS transactions are as follows.

**A/c Name: Reserve Bank of India, Ahmedabad**

**A/c Number: 186003001**

**IFS Code: RBIS0AHPA01**

**(Please read 5th and 10th character of IFSC Code as “Zero”)**

Proof of remittance with transaction number (scanned copy) shall be attached/uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estateahmedabad@rbi.org.in](mailto:estateahmedabad@rbi.org.in)

EMD may also be submitted in the form Demand draft/ Bank Guarantee issued by a scheduled commercial Bank drawn in favour of Reserve Bank of India, Ahmedabad.

### **No interest will be paid on EMD**

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website: [www.mstcecommerce.com](http://www.mstcecommerce.com) → e - procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → Live event → Selection of the live event
- c) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- d) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- e) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- f) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- h) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the Vendor for execution of supply.
- i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- j) RBI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- k) **No deviation of the terms and conditions of the tender document is acceptable.** Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

8. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9. No deviation to the technical and commercial terms & conditions are allowed.
10. **RBI, Ahmedabad has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.**
11. Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn) to familiarize them with the system before bidding.

## निविदा का फॉर्म

स्थान:

दिनांक:

क्षेत्रीय निदेशक,  
भारतीय रिज़र्व बैंक,  
संपदा विभाग,  
अहमदाबाद

महोदय,

इसमें आगे निर्धारित ज्ञापन में निर्दिष्ट कार्यों से संबंधित विनिर्देशों और मात्राओं की अनुसूची की सावधानीपूर्वक जांच करने और उक्त ज्ञापन में निर्दिष्ट कार्यों के स्थल का दौरा करने तथा जांच करने एवं इससे संबंधित अपेक्षित जानकारी प्राप्त करने के बाद जो निविदा को प्रभावित कर सकती है, मैं/हम एतद्वारा उक्त ज्ञापन में निर्दिष्ट कार्यों को उक्त ज्ञापन में निर्दिष्ट समय के भीतर मात्राओं की संलग्न अनुसूची में उल्लिखित दरों पर और सभी तरह से निर्देशों, डिजाइनों और लिखित में करार की शर्तों में संदर्भित अनुदेशों, निविदाकर्ताओं को सामान्य निर्देश और विशेष शर्तों, इसके पहले संदर्भित शर्तों, विनिर्देशों, डेटा शीट और मात्रा की अनुसूची और ऐसी सामग्रियों के साथ जो ऐसी शर्तों के अनुसार, जहां तक वे लागू हो सकते हैं, सभी मामलों में प्रदान की जाती हैं, के अनुसार निष्पादित करने की पेशकश करते हैं।

### **ज्ञापन**

| क्र.सं. | काम का विवरण    |  |
|---------|-----------------|--|
|         |                 | अहमदाबाद में स्थित बैंक की विभिन्न संपत्तियों में दिन-प्रतिदिन बढ़ईगीरी और स्वच्छता और नलसाजी रखरखाव / मरम्मत कार्यों को पूरा करने के लिए प्लंबर और बढ़ई की सेवाओं की व्यवस्था करने और उपलब्ध कराने के लिए वार्षिक रखरखाव अनुबंध |
| A       | अनुमानित लागत   | ₹32,54,965/-   |
| B       | बयाना जमाराशि   | ₹65,099/- (केवल पैंसठ हजार निन्यानबे रुपये)<br>(एमएसएमई सदस्यों को कोई छूट नहीं दी जाएगी।)   |
| C       | सुरक्षा जमाराशि | अनुबंध मूल्य का 5%   |
| D       | अनुबंध की अवधि  | एक वर्ष (ठेकेदार को एक वर्ष के लिए दरों का उद्धरण देना चाहिए)  |

2. यदि यह निविदा स्वीकार की जाती है, तो मैं/हम एतद्वारा अनुबंध की उक्त शर्तों के नियमों और प्रावधानों का पालन करने और उन्हें पूरा करने के लिए सहमत हूँ, जहां तक वे लागू हो सकते हैं या इसमें चूक होने पर उक्त शर्तों में उल्लिखित राशि को जब्त करने और भारतीय रिज़र्व बैंक को भुगतान करने के लिए सहमत हूँ।

3. हमारे बैंकर हैं:

(i)

(ii)

हमारी फर्म के भागीदारों के नाम हैं:

(i)

(ii)

हस्ताक्षर करने के लिए अधिकृत फर्म के भागीदार का नाम

अथवा

उस व्यक्ति का नाम जिसके पास संविदा पर हस्ताक्षर करने के लिए मुख्तारनामा है। (पावर ऑफ अटॉर्नी की प्रमाणित सच्ची प्रति संलग्न की जानी चाहिए)

भवदीय,

निविदाकर्ता के हस्ताक्षर

(गवाहों के हस्ताक्षर और पते)

(1)

(2)

## FORM OF TENDER

Place:

Date:

Regional Director,  
Reserve Bank of India,  
Estate Department,  
Ahmedabad.

Dear Sir,

Having examined the specifications 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 attached **Schedule of Quantities** and in accordance in all respects with the specification and instructions 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

|         |                       |   |
|---------|-----------------------|---|
| Sl. No. | Description of work   | Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad |
| A       | Estimated cost        | ₹32,54,965/-  |
| B       | Earnest Money Deposit | <b>₹65,099/-</b> (Rupees Sixty-five thousand ninety-nine only)<br>(No exemption will be given to MSME members.)   |
| C       | Security Deposit      | 5 % of contract value   |
| D       | Contract Period       | One Year (The contractor should quote the rates for one year)   |

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

3. Our Bankers are:

(i)

(ii)

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorized to sign

Or

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

Yours faithfully,

SIGNATURE OF TENDERER

(Signatures and addresses of witnesses)

(1)

(2)



## General Instructions to Contractors

### **Introduction**

1. The e-tenders are invited from the Bank's empanelled vendors through e-tendering on MSTC portal for "Annual Maintenance of Carpentry and Plumbing Works at Main Office Building as well as all Properties attached with Reserve Bank of India, Ahmedabad". The scanned and signed tender is to be uploaded online on MSTC portal along with the price bid.
2. No tenderer will be able to bid for the tender after 2:00 pm of August 16, 2024 under any circumstances whatsoever.
3. The tender will be opened on August 16, 2024 at 3:00 pm at his office by **Regional Director**, Estate Department, Reserve Bank of India, Ahmedabad.
4. Reserve Bank of India, Ahmedabad or any other designated for this purpose by him in presence of the tenderers or their authorized representatives, should they choose to be present.
5. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
6. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted
7. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may cause the General Manager of the Bank to serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit if any shall stand forfeited to the Employer
8. The Contractor shall carry out all the work strictly in accordance with details and instructions of the Bank's Engineer. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
9. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delay s may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not appear liability for any sum besides the tender amount, subject to such variations as are provided for herein.
10. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Banks Engineer
11. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

12. The successful tenderer should make their own arrangement to obtain all materials required for the work.
13. The water and electricity required for the work shall be provided by the Bank at one place free of cost, the Contractor shall have to make his own arrangements by providing the wire from electrical point to working place.
14. The Contractor shall strictly comply with the provision of safety code annexed hereto.
15. The Contractor shall be deemed to have carefully examined the work and sited conditions including labour, the general and special conditions, the specifications, schedules and drainage and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.
16. 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 or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be reasonable for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.
17. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties
18. The contractor shall also indemnify and indemnified the employer against all claims which may be made against the employer by any person in respect of anything which may arise in respect of works or in consciousness thereof and shall at his own expense, effect and maintain until the completion of contract with an insurance company approved by the employer , a policy of insurance in the joint name of the employer and the contactor (name of the former being placed first in the policy) against such risks and deposit such policy before commencement of the work.
19. The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Employer a

policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

20. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.
21. 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.
22. The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
23. The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
24. Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Subcontractor to take out such policy or policies of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Subcontractor.
25. The successful tenderer shall employ only reliable workers and furnish their complete details with their two photographs. In case of any dispute, default like theft or burglary on the part of worker, the contractor will be totally responsible and initiate action to set it right.
26. The contractor shall ascertain the scope of work before quoting the rates. After opening the quotation, the award of the contract for various properties will be decided by the bank based on the lowest rate, previous performance of contractor and scope of work at different properties.
27. The rate quoted by the contractor shall comply with minimum wages act of Central Government Minimum Wages of Labour Department. The contractor has to note this and taken into account while quoting the work. Any deviation from minimum wages act, may lead to disqualification of tenderer. Regarding the same the firm has to give declaration, after opening of tender any deviation in requirement will lead to debarment of the contractor for 1 year in participation of Banks tendering Activities.
28. If the contractor has not deployed carpenter or helper on a particular day, recovery will be made from the bill as per the banks standard approved rates for carpenter and helper.
29. **The Bank is not bound to accept the lowest or any tender. The Bank reserves the right to split and award the work to different agencies, Bank reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.**

30. **The contractor shall register the name of the firm / individual / agency / Company with the Central Excise Department, Govt. of India for the GST. The Registration Number should be furnished along with this tender form.**
31. The agreed contract amount shall be fixed throughout the tenure of contract and will not subject to any fluctuations due to increase in the cost of materials, labour, Sales tax, Octroi, Income Tax, Work Contract Tax, Service Tax or any other taxes required under the statute, if any , no additional amount will be paid.
32. Damages caused during the work the same shall be replaced at contractors' risk and cost immediately. Bank shall be entitled to obtain forced possession without any further notice to the contractor at the contractor's cost and risk.
33. As the arrangement is by way of Special Assignment on a contractual basis for a fixed period, the contractor and his service personnel will not be eligible for any benefit like provident fund, Gratuity etc. available to the staff of the Bank.
34. Bank has right to terminate the contract by issuing one month notice for failure in rendering the services mentioned in the schedule/scope of work.
35. In case of any dispute arising out of this agreement, the decision of the Bank will be final and binding on the contractor. An Agreement shall be executed in duplicate, the Bank retaining the Original and the contractor retaining the duplicate thereof. The stamp duty on the original and the duplicate shall be borne by the contractor. The Bank will not provide accommodation to the contractor in the premises.
36. **Contractors shall maintain a record of Bank online payment to their workers and shall submit along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages paid.** Electricity and water shall be given to agency at nearest available point free of cost by the Bank, but all the other arrangements have to be made by the contractor at their own.
37. **Agency is required to give prompt service. Contractor shall complete the complaint lodged in complaint book preferably completed on same day. However, for major repair work, agency shall complete the job as directed by the Bank. In case of inordinate delay beyond the stipulated time, Bank has a right to levy a penalty for each unattended complaint.**
38. The personnel deployed should be well experienced and trained adequately and of sound health. The workers / staff employed should be well groomed and shall wear color code Uniforms, pant+ shirt+ shoes+ cap+ gloves + masks for male and suit/saris+ aprons + cap + gloves for ladies staff. Any indecent behaviour or suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty as per sl.no.3 above shall be levied on the contractor. The contractor will be required to submit daily labour report duly signed by Facility Manager to the Banks Caretaker. The contractor must employ adult and skilled labour only who are of age within 50 years. **Employment of child labour will lead to termination of the contract.** They should have identity cards prominently displayed.
39. **Fittings/ fixtures and other materials will be as per the Bank's SARs (Standard Approved Rates)**
40. In case of any person is found giving poor workmanship, misbehaviour, disobeying instruction of the Bank and etc., the agency will replace such person(s) from the work as directed by the Bank.
41. The contract will be for a period of one year. The Bank may cancel the contract after giving a notice of one month to the Contractor. If the Contractor wants to cancel the contract, he will have to give a notice of two months to the Bank in advance. The contract can be renewed subject to

the satisfactory service rendered by the Contractor and on mutually agreed conditions by both the parties. The renewable of the contract cost will be on annually basis increase in AMC price during renewal will be based on maximum permissible limit calculated on basis of prevailing CPI/WPI rates by Bank and the decision of the bank in this regard will be final.

42. **Engagement of Contract Labour:** The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way made liable to the labourers engaged by the contractor. The principal employer shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the contractor to workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the Register of Wages to the (Register of Wages-cum-Muster Roll) as the case may be, in the following form: "Certified that the amount shown in column No... has been paid to the workman concerned in my presence on ....at...."
43. **Non-Disclosure Clause:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment's 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 obligation under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.
44. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the 20 Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- (a) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- (c) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. (ad) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

## Preparation of the tender

45. The e-Tender shall be prepared and submitted online. Each of the tender documents should be deemed to be signed by the person or persons submitting the tender and is taken at his/ their having acquainted himself/ themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. No advice of any change in rate or conditions after the opening of the tender will be entertained.
46. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the requirements of tender and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
47. The tender must be duly sealed and signed before upload by the competent person of the bidding party.

## Preparation of Bid

**The tender has been exhaustively vetted for Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad**

### 48. Financial Bid:

There is only one lot/ item for bidding but with 2 headers:

**Lot 1:** Annual Maintenance of Carpentry and Plumbing Works at Main Office Building as well as all Properties attached with Reserve Bank of India, Ahmedabad

Description of headers:

1<sup>st</sup> Header - Labour component will include - Cost to Vendor for statutory payment or mandatory payment to skilled workers for Minimum wages, EPFO, ESIC contribution, etc. for 12 Months (312 days i.e., 26\*12 days) for 7 Workers (5 – Skilled and 2 – Unskilled). **This must not include GST or any other tax.**

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

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

For the purpose of this clause, it is mentioned that the Minimum Wages will be considered as per the latest Government of India order.

49. The Financial Bid is liable to be rejected at the discretion of the Bank, if:
- Any of the above rates and percentage are found to be not in compliance with the respective statutory laws.
  - Rate quoted in the 1<sup>st</sup> header is lesser than the Bank's estimation as per Minimum Wages.

**•Rate quoted in 2<sup>nd</sup> header is zero (excluding GST) or not reasonable as per the discretion of the Bank.**

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

#### **Amendment to tender document**

51. (a) At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment/ addendum.
- (a) Any such amendment will be hosted on the MSTC/ RBI Website. The addendum(s)/ Corrigendum(s) issued will form part of the tender document.
52. In order to afford prospective Bidders reasonable time for preparing their Bids after considering such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.

#### **Right of the Employer**

53. (a) The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- (a) The Bank reserves the right to accept or reject any tender application during the scrutiny of the Eligibility Criteria and it will be the sole discretion of the Bank to allow/ disallow any/ all Part-I tenderers to participate in Part -II.

#### **Earnest Money Deposit (EMD)**

54. All bidders must deposit Earnest Money Deposit (EMD) @ 2% of the estimated amount either by a Demand Draft issued by a Scheduled Bank in favour of Reserve Bank of India, Ahmedabad or by a Bank Guarantee issued by a Scheduled Bank in the approved format or by NEFT.  
*Under no circumstances Earnest Money Deposit will be accepted in the form of Fixed Deposit receipt of Bank or Insurance Guarantee or Cheque.*
55. On receipt of intimation from the Employer of the acceptance of his/ their tender, the successful tenderer shall be bound to implement the contract and within fourteen (14) days thereof, the successful tenderer shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is subsequently executed or not.
56. Successful bidder shall submit security deposit for an amount equal to 5% of Contract value.
- (a) The EMD of the successful tenderer will be adjusted by the Bank as Security deposit and remaining SD will deposit by bidder either by a Demand Draft issued by a scheduled Bank in favour of Reserve Bank of India, Ahmedabad or by a Bank Guarantee issued by a Scheduled Bank in the approved format or by NEFT. initially remain valid for a period of one year and shall be suitably extended till three years for the tenure of the tender. The Bank has the right to review the amount of SD each year and advise the contractor to submit the SD equivalent to renewed contract value. The Security deposit retained by the Employer shall not bear any interest. The SD will be revoked / encashed and forfeited to the Bank, if the successful tenderer fails to satisfactorily perform the contract as per the terms of the tender document.

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

**Refund of SD**

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

**Assignment/ Sub-letting the contract**

58. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer.
59. The Contractor shall carry out all the work strictly in accordance with technical details and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the technical scope and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

**Contractor to provide everything at his cost**

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

**Tenderer to inform himself fully:**

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



### **Errors, Omission and Descriptions**

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

### **Labour Laws**

63. (a) The contractor shall abide by and fulfil all requirements laid down under the Contract Labour

(Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.

- (a) Successful tenderer has to follow Minimum wages and Contract labour acts and pay to his workmen as per these acts. Maintain the proper records of the same as per extant law. The workmen/ labour deployed for the work shall be paid **minimum wages** & other facility as per provision in the **CLC/ Contract Labour Act.**
- (b) The offices of the Regional Labour Commissioner (Central), Ahmedabad will have the jurisdiction over the implementation of the labour laws under this contract and The Prevention of Sexual Harassment of women at workplaces.
- (c) The contractor shall be required to obtain a license, if applicable, from the office of the Assistant Labour Commissioner, Government of India as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.
64. The contractor should follow the following and continue to have valid license, if any, during the validity of the contract period:
- Contract Labour (Regulation and Abolition) Act 1970
  - Payment of Wages Act 1956
  - Employment of Children's Act 1923
  - Minimum Wages Act
  - Employee Provident Fund Act 1952 and scheme made under said Act.
  - Employees' State Insurance Act 1948

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

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

**Name & Address of The Contractor:**

**Date:**

**Place:**

**Sign & Seal of The Contractor:**

## **Section II - Special Conditions for Tenderers**

### **Dismissal of Workmen / appointment**

1. The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer. Further, the contractor will have to intimate Bank before dismissing any labour engaged for the work.

### **Payment**

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

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

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

### **Failure by Contractor to comply with Employer's instructions**

4. If the Contractor after receipt of written notice from the Employer requiring compliance within ten (10) days fails to comply with such further the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.



## Penalty

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

**An amount of ₹ 750/- (Rupees Seven Hundred Fifty only) per day will be charged as penalty, if any defect/s (of major systems) intimated to the Contractor is not rectified within twenty-four (24) hours of intimation. However, maximum deduction on this account shall not exceed 10% value of the base contract value.**

## Termination of Contract by either party

6. Employer: If the Employer determines that the Contractor
- (i) has abandoned the Contract, **or**
  - (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for fourteen (14) days after receiving from the Employer notice to proceed, **or**
  - (iii) has failed to proceed with the works with such due diligence and failed to make such maintenance as required to be completed within the time agreed upon, **or**
  - (iv) has failed to remove materials from the site as specified in tender for seven (07) days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions **or**
  - (v) has neglected or failed persistently to observe and perform all or any of the Acts, matters or things by this Contract to be observed and performed by the Contractor for seven (07) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same **or**
  - (vi) being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven (07) days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer **or**
  - (vii) whether an Individual, Firm or Incorporated Company shall suffer execution or other process of Court attaching property to be issued against the Contractor, or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, **or**



- (viii) shall assign or sublet this Contract without the consent in writing of the Employer first had obtained, **or**
- (ix) shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder **or**
- (x) fails to furnish sufficient documents/ proofs for submission of EPF/ ESIC **or** payment of Minimum wages to all engaged labours (after statutory deductions) **or** insurance policies and any other document as required as per the tender **for consecutive 3 months,**

then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven (07) days' notice in writing to the Contractor, determine the Contract as terminated.

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

Any liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his means may enter upon and take possession of the works and all tools, machinery and materials lying upon the premises or the adjoining lands or roads. Such force full items will be at the discretion of the employer to be returned to the Contractor or put to use through separate contractors or own staff, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

7. **Contractor:** If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty (30) days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three (03) months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any materials supplied or labour deployed for the purpose of the Contract.

#### **Renewal of Contract**

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

$$AC = AP (15 + 85 \times (CPI_c/CPI_p)) \times 1/100$$



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.

#### **Rate Revision of the contract**

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

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

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

#### **Insurance Clause / Indemnity to employer**

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

Bank-

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

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

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

(c) The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

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



against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.

- (e) The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and in respect of any award of compensation or damages, arising there from.
- (f) The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

#### **Matters to be finally determined by Employer**

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

#### **Employer entitled to recover compensation paid to workmen**

- 12. If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except  
on

the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### **Prevention of Sexual Harassment of women at workplaces**

- 13. (a) The Contractor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.



- (c) The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual harassment by the employee /workmen of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

**Non-disclosure clause**

14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

**Indemnity for Principal Employer**

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

**Name & Address of The Contractor:**

**Date:**

**Sign & Seal of The Contractor:**

**Place:**





### **Special Terms and Conditions**

1. In an emergency, he may be called upon by authorized official of the Bank after/before prescribed working hours on working days and at any time on Sunday/Holidays. The contractor shall be abided by the prevailing / future labour laws of the Govt. & shall produce requisite details to them if demanded.
2. The contractor shall report to Asst-Caretaker/Junior Engineer/Assistant Manager (Civil) / Manager (Civil) on weekdays and shall work as per directions issued by them from time to time. Their services will be utilized in any of the Bank's properties.
3. The charges quoted shall include wages, transportation charges, kit of tools and equipment required for the work, incidental charges, all taxes applicable, contractors' profit and overheads etc. complete.
4. The contractor/Carpenter shall note down the complaints recorded in the complaint register kept in each colony with the caretaker and attend to the same immediately as soon as possible. Signature of the occupant/ caretaker shall be obtained in the note book for acknowledgement of attending the complaint including common area complaints/defects observed by colony ACT, Banks Engineer at Staircases, sanitary duct, community hall, gym room, pump room, dispensary, common toilet, elect rooms, spare rooms etc. Contractor shall himself check the promptness of attending the complaints and any attended complaint shall be informed to the caretaker along with the reasons for not attending the complaints.
5. The work shall be carried out in close co-ordination and with least disturbance to the Office working /residents.
6. The contractor shall have to make good the damages if any caused to the Banks properties while attending to his work at no extra cost to the Bank.
7. The monthly payment will be made based on strictly on Monthly Attendance maintained by colony ACT and gate entry register, also after the satisfactory completion of items and complaint attended to and the certificate of the Junior Engineer /Assistant Manager/ Manager (Civil).
8. The old/broken fittings, etc shall be handed over to the caretaker. The replacement work shall be taken up after consent of the Junior Engineer/Assistant Manager/Manager (Civil) only.
9. All the monthly bills should be submitted separately with duly certified Asst. Caretakers signatures duly attached.
10. The Contractor /Carpenter shall attend any other emergency work at any time (night march time also) during holiday and Sunday relating to job allotted to him without asking for additional payment for the purpose.
11. The Contractor shall provide necessary service personnel to ensure proper maintenance and other service and to ensure that the work carried out as specified in Schedule of Quantity. The personnel so engaged by him would always be deemed to be his personnel and would not have any claim on the Bank whatsoever.



12. The Contractor shall comply with all such statutes or laws as may be applicable to them or to the personnel engaged by them to manage and maintain the Carpentry installations.

13. The Contractor shall obtain necessary licenses and permits in their name at their own expenses and shall keep the Bank indemnified against any loss arising due to noncompliance to any statutory requirement.

**Place**

**Date:**

**Signature of the Contractor with seal**



**करार की शर्तें / Articles of Agreement**  
**(सफल निविदाकर्ता द्वारा ही प्रस्तुत किया जाना है)**

यह करार जिसमें एक पक्ष के रूप में भारतीय रिज़र्व बैंक, संपदा विभाग, अहमदाबाद जिसका केंद्रीय कार्यालय मुंबई में है (इसके बाद नियोक्ता कहा गया है और दूसरे पक्ष के रूप में .....(इसके बाद "ठेकेदार" कहा गया है) के मध्य.....को किया गया।

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Estate Department, Ahmedabad having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता अहमदाबाद में स्थित बैंक की विभिन्न संपत्तियों में दिन-प्रतिदिन की बढ़ईगिरी (कार्पेंटरी) और स्वच्छता और प्लंबिंग रखरखाव/मरम्मत कार्यों को करने के लिए प्लंबर और बढ़ई की सेवाओं की व्यवस्था करने और उपलब्ध कराने के लिए वार्षिक रखरखाव अनुबंध के लिए (इसके बाद उपर्युक्त कार्य कहा गया है) इच्छुक है तथा किए जाने वाले कार्य के लिए ड्राइंग, विनिर्देश और मात्राओं की अनुसूची तैयार की है तथा जबकि संख्या से विनिर्देशों, मात्राओं की अनुसूची तक उपर्युक्त ड्राइंग पर पक्षकारों द्वारा या उनकी तरफ से हस्ताक्षर कर दिए गए हैं।

WHEREAS the Employer is desirous of **Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad** (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities describing the work to be done and WHEREAS the said drawings from Numbers to the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

तथा जबकि ठेकेदार शर्तों के अधीन आगे इसमें निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और कार्य की मात्रा की अनुसूची और संविदा की शर्तों, यथासंशोधित एवं अंतिम रूप से दोनों पक्षों का मान्य, (जिन्हें इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा जाएगा) के अनुसार कार्य को, जो उक्त ड्राइंग तथा/ अथवा उक्त विनिर्देश में वर्णित है और कार्य की मात्रा की अनुसूची में शामिल है, उसमें निर्धारित दर पर गणना की गई कुल राशि पर या उसके अंतर्गत ऐसी अन्य देय राशि पर (इसके बाद इसे "उक्त संविदा राशि" कहा जाएगा) कार्य करने के लिए सहमत है।

AND WHERE AS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contracts modified and finally accepted by both the parties (all of which are collectively herein after referred to as "the said Conditions") the works shown upon the said drawings and/ or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set



forth , amounting to the sum as therein arrived at or such other sum as shall be come payable there under (herein after referred to as "the said Contract Amount").

**(A) एतदद्वारा अब निम्नानुसार सहमति हुई है:**

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- I. यह करार \_\_\_\_\_ से लागू होगा और \_\_\_\_\_ अवधि तक लागू रहेगा अथवा जब तक कि निहित शर्तों के अनुसार इसे समाप्त नहीं किया जाता है।  
This agreement will come into effect from \_\_\_\_\_ and will remain in force upto \_\_\_\_\_ or unless it is terminated as per the terms hereinafter contained.
- II. उपर्युक्त वार्षिक रखरखाव अनुबंध (एएमसी) के प्रभारों का भुगतान इन रखरखाव सेवाओं के कुशल प्रतिपादन के बाद बिल/इनवॉइस प्रस्तुत करने के अधीन तिमाही आधार पर किया जाएगा।  
The charges of captioned AMC shall be payable at the end of quarter subject to submission of bill/invoice after efficient rendering the maintenance services shall be.
- III. उपरोक्त शुल्क स्थिर है एवं श्रम स्थितियों, विनिमय भिन्नता या किसी भी अन्य स्थिति के अधीन नहीं हैं।  
The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- IV. उपरोक्त शुल्कों में बीमा शुल्क एवं कोई अन्य कर और शुल्क या अन्य आरोपित राशि भी शामिल हैं, चाहे वह भविष्य में केंद्र सरकार या राज्य सरकार या किसी स्थानीय प्राधिकारी द्वारा लगाया गया हो। इन दरों में जीएसटी शामिल है।  
The above charges also include Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority. Rates are inclusive of GST.
- V. ठेकेदार कार्य के दायरे एवं करार की शर्तों और शर्तों के अनुसार नियमित आधार पर सेवाएं प्रदान करने के लिए जिम्मेदार होगा।  
The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

**(B) ठेकेदार द्वारा प्रदान की जाने वाली सेवाएं / Services to Be Rendered by the Contractor:**

**ठेकेदार निम्नलिखित का अनुपालन करेगा / The contractor shall:**

- i. ठेकेदार प्रशिक्षित और सक्षम व्यक्तियों को नियोजित करना सुनिश्चित करेगा जो शारीरिक रूप से स्वस्थ हों एवं कार्यों को करने के लिए किसी पुरानी या संक्रामक बीमारी से पीड़ित नहीं हों।  
Ensure the deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- ii. ठेकेदार इस करार के तहत बैंक / नियोक्ता को आवश्यक सेवाएं प्रदान करने के उद्देश्य से उनके द्वारा नियोजित व्यक्तियों को वेतन, वैधानिक न्यूनतम मजदूरी एवं अन्य कानूनी बकाया के भुगतान के



लिए जिम्मेदार और उत्तरदायी होगा।

Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/employer under the agreement.

iii. ठेकेदार सुनिश्चित करेगा कि इस करार के तहत बैंक द्वारा आवश्यक सेवाओं के प्रतिपादन के लिए उनके द्वारा नियोजित सभी व्यक्तियों का भारत सरकार द्वारा मान्यता प्राप्त बीमा कंपनियों से बीमा कराया गया है एवं इसके लिए बैंक द्वारा कोई अतिरिक्त भुगतान नहीं किया जाएगा। ठेकेदार किसी भी व्यक्ति, जानवरों या अन्य किसी वस्तु को किसी प्रकार की चोट या क्षति के लिए जिम्मेदार रहेगा। Ensure that all persons employed by him, for the purpose for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.

iv. ठेकेदार यह सुनिश्चित करेगा कि इस करार के तहत, उनके कर्मचारी, बैंक के परिसर में या अपने दायित्वों का निर्वहन करते समय बैंक द्वारा निर्धारित स्वच्छता, शिष्टाचार, सुरक्षा, सुव्यवहार और सामान्य अनुशासन के मानकों का पालन करेंगे। बैंक या बैंक द्वारा अधिकृत एजेंट ही यह आंकलन करेंगे कि ठेकेदार के कर्मचारी बैंक के उपयुक्त अनुशासन के मानकों का पालन कर रहे हैं या नहीं। Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank / employer shall be the sole judge as to whether or not the contractor and / or his employees have observed the same.

v. ठेकेदार व्यक्तिगत रूप से और विशेष रूप से अपने कर्मचारियों के कार्य का पर्यवेक्षण करेगा ताकि यह सुनिश्चित हो सके कि इस करार के अंतर्गत प्रदान की गई सेवाओं को बैंक की संतुष्टि मुताबिक किया जा रहा है या नहीं।

Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.

vi. ठेकेदार या उनके कर्मचारियों या एजेंटों के किसी भी कार्य, भूलचूक, चूक या लापरवाही के कारण बैंक या उसके परिसरों या उसके किसी भी हिस्से या किसी भी फ़र्नीचर या फीटिंग्स या चूक होने वाली किसी भी क्षति के लिए ठेकेदार उत्तरदायी होगा।

Be liable for any damage caused to the bank or its premises or any part there of or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.

vii. ठेकेदार को बैंक के परिसर में कार्य कर रहे अपने कर्मचारियों या एजेंटों को पहचान पत्र की आपूर्ति करनी होगी। सभी कर्मचारी और एजेंट बैंक के परिसर में कार्य करते समय अपना पहचान पत्र को धारण करना आवश्यक रहेगा।



Supply identity cards to his / her employees or agents who shall be doing the job at the Bank's premises. All the employees and agents should bear the identity card for all the times while they are working in the Bank's premises.

**(c) न्यूनतम मजदूरी / Minimum wages:**

- i. फर्म द्वारा उद्धृत दरें, संविदा श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 / न्यूनतम मजदूरी अधिनियम 1948 के अनुसार होनी चाहिए। भुगतान किए जाने वाले वेतन में सभी मूल मजदूरी, वीडिए और कानून के तहत आवश्यक अन्य सभी भत्ते शामिल हो जैसे पीएफ, ईएसआई, बोनस आदि, **भारत सरकार द्वारा निर्धारित दरों / नवीनतम न्यूनतम मजदूरी से नीचे की दरों के उद्धरण वाले निविदा / सारांश को तुरंत खारिज कर दिया जाएगा।** फर्म अपने बैंक खाते से एनईएफटी के माध्यम से उनके द्वारा नियोजित श्रमिकों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा साथ ही मजदूरी का एक रजिस्टर बनाकर रखेगा और फर्म द्वारा नियोजित प्रत्येक श्रमिक को मजदूरी पर्ची जारी करेगा और उनके हस्ताक्षर या अंगूठे की छाप प्राप्त करेगा। इसके अलावा, उन्हें अपने कर्मचारियों को संविदा श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 के अनुसार आवश्यक सुविधाएं जैसे पेयजल, प्राथमिक चिकित्सा सुविधा आदि प्रदान करना है।

Rates quoted by the firm should be in accordance with the Contract Labour (Regulations & Abolition) Act, 1970/ Minimum Wages Act 1948. Wages to be paid include all basic wages, VDA and all other allowances required under law e.g., PF, ESI, bonus etc., **Tenders /Bids having quoted rates below the prescribed rates/ latest minimum wages prescribed by Government of India will be summarily rejected.** The firm shall ensure payment of minimum wages to the workmen employed by they / them through NEFT to their bank account/s and shall maintain a register of wages and shall issue a wage slip to every workman employed by the firm 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 (Regulations & Abolition) Act, 1970.

- ii. कर्मचारियों का वेतन केवल उनके बैंक खाते में एनईएफटी के माध्यम से वितरित किया जाएगा और भुगतान के लिए बैंक को प्रस्तुत किए जाने वाले बिल के साथ एनईएफटी भुगतान की एक प्रति प्रस्तुत की जाएगी।

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

- iii. सफल बोलीदाता को यह कार्य को प्रदान करने से पहले लागू मूल्य के गैर न्यायिक स्टांप पेपर पर वचनद्ध होना होगा कि वह वास्तव में इस विशेष कार्य को पूरा करने वाले सभी मजदूरों को सीएलआरए अधिनियम के तहत न्यूनतम मजदूरी के तहत निर्धारित दर से कम मजदूरी का भुगतान नहीं करेगा एवं इस मजदूरी का भुगतान नहीं करने और आवश्यक सुविधाएं उपलब्ध नहीं कराए जाने पर वैधानिक प्राधिकारियों द्वारा प्रधान नियोक्ता खिलाफ शुरू की जाने वाली कार्रवाई से प्रधान



नियोक्ता की क्षतिपूर्ति करेगा।

The successful bidder has to give under taking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job / work at the rate which is not less than the one prescribed under 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 his failure to pay such wages and provide the essential amenities.

- iv. सफल बोलीदाता, मजदूरी भुगतान अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, संविदा श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 के प्रावधानों या इस संबंध में प्रभावी किसी अन्य श्रम कानून/संविधि का उल्लंघन करने पर बैंक को होने वाली हानि, दावों, क्षति या मुआवजे से बैंक की क्षतिपूर्ति करेगा। इस संबंध में यदि कोई जिम्मेदारी हो तो केवल फर्म ही जिम्मेदार रहेगा।

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

- v. यदि आवश्यक हो तब बैंक सफल बोलीदाता को मजदूरों के बैंक खाते में जमा की गई मजदूरी के भुगतान का प्रमाण एवं उसके बैंक विवरण को प्रस्तुत करने हेतु आग्रह भी कर सकता है। The Bank may also insist, if necessary, the successful bidder for bank account payment of labours and he will furnish the bank account details of engaged labours as proof of payment on enquiry.

#### (D) बीमा / Insurance

सफल निविदाकर्ता कार्य शुरू होने से पहले अनुबंध अवधि के लिए प्रति व्यक्ति 2.0 लाख रुपये की न्यूनतम कवरेज राशि की बैंक और ठेकेदार (बैंक का नाम पहले है) के संयुक्त नामों में कामगार मुआवजा बीमा पॉलिसी प्रस्तुत करेगा। सफल बोलीदाता कार्य निष्पादित करते समय व्यक्तियों या भवन या तीसरे पक्ष को होने वाली किसी भी हानि या क्षति के लिए बैंक की क्षतिपूर्ति करेगा। सफल बोलीदाताओं में सभी जोखिम पॉलिसी किसी एक दुर्घटना या घटना के लिए न्यूनतम 2.00 लाख रुपये प्रति व्यक्ति और किसी एक दुर्घटना या घटना के लिए संपत्ति को नुकसान के संबंध में 5.00 लाख रुपये होगी।

The successful tenderer shall submit Workmen Compensation insurance Policy in the joint names of the Bank and the contractor (Bank's name being first) of minimum coverage amount of Rs. 2.0 Lakh per person for the contract period before start of the work. The successful bidder shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in successful bidders all risk policy shall be minimum Rs.2.00 lakh per person for any one accident or occurrence and Rs.5.00 lakh in respect of damage to property for any one accident or occurrence.



**नोट:** ये पॉलिसियां काम पूरा होने तक वैध रहेंगी। यदि सफल बोलीदाता इन पॉलिसियों को प्रदान नहीं करता है, तो बैंक उपरोक्त बीमा पॉलिसियों को स्वयं लेने और सफल बोलीदाता के बिल से उसकी लागत वसूलने का अधिकार सुरक्षित रखता है।

**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 themselves and recover the cost there of from the bill of the successful bidder.

**(E) करार की समाप्ति / Termination of Agreement:**

- i. उपर्युक्त में निहित पर कोई प्रतिकूल प्रभाव डाले बिना, बैंक अपने एकमात्र और पूर्ण विवेक के अनुसार, बिना कोई कारण बताए और बिना किसी मुआवजे का भुगतान किए, लिखित नोटिस द्वारा इस करार को समाप्त करने का हकदार होगा, यदि

Without prejudice to what is contained here in above, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation, if

- A) बैंक के मतानुसार (ठेकेदार बैंक से कोई प्रश्न नहीं करेगा और यह ठेकेदार पर बाध्यकारी होगा), ठेकेदार बैंक की संतुष्टि के अनुसार इस करार को लागू करने से इनकार करता है और/अथवा  
In the opinion of the Bank (which shall not called in question by the contractor and shall be binding on the contractor) , the contractor refuses to implement this agreement to the Bank's satisfaction and/ or
- B) ठेकेदार इस करार के किसी भी नियम और शर्तों का उल्लंघन करता है और / या  
The contractor commits breach of any terms and conditions of this agreement and / or
- C) किसी भी कारण से, ठेकेदार इस करार के तहत अपने दायित्वों को निभाने में कानूनी रूप से अपात्र हो जाता है और / या  
For any reason what so ever, the contractor becomes disentitled in law to perform his obligations under this agreement and / or
- D) यदि बैंक के लिखित अनुमोदन के बिना, ठेकेदार के व्यवसाय के स्वामित्व /साझेदारी या प्रबंधन में कोई बदलाव कर दिया जाता है।  
There is any variation in the ownership / partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
- ii. किसी भी कारणवश इस करार को समाप्त करने की स्थिति में, ठेकेदार / या उसके द्वारा नियोजित व्यक्ति या उसके एजेंट बैंक से मुआवजे, क्षतिपूर्ति या अन्यथा रूप में किसी भी राशि या रकम के लिए हकदार नहीं होंगे।





In the event of termination of this agreement for any reason whatsoever, the contractor /or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

**(F) स्टाम्प शुल्क / Stamp Duty:**

ठेकेदार इस करार के स्टाम्प शुल्क की लागत वहन करेगा। बैंक अपने पास इस करार की मूल प्रति रखेगा और ठेकेदार उस की प्रति को रखेगा।

The contractor shall bear the cost of the stamp duty of this agreement. Bank shall retain the original and the contractor shall retain the copy of the same.

**(G) जुर्माना खंड/Penalty Clause:**

एएमसी बिलों का भुगतान फर्म से बिल प्राप्त होने पर तत्पश्चात् आधार पर किया जाएगा। देय राशि सेवाओं में कमी और जनशक्ति की तैनाती न करने आदि के लिए किसी भी वसूली को घटाकर निवल होगी। शिकायतों पर ध्यान न देने की अवधि के लिए प्रति दिन 250 रुपये का जुर्माना लगाया जाएगा, जो कुल वार्षिक एएमसी लागत के अधिकतम 10% के अधीन होगा।

Payment of AMC bills shall be made on a quarterly basis on receipt of bill from the firm. The amount payable will be net of any recoveries for deficiency in services, and not deploying manpower etc. will be imposed at ₹ 250/- per day shall be applied subject to maximum 10% of total annual AMC cost, for the period corresponding to non-attending of the complaints.

**(H) ठेकेदार उसके द्वारा नियोजित कार्य करने वालों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा।**

The contractor shall ensure payment of minimum wages to the work men employed by him/her/ them.

**(I) ठेकेदार मजदूरी भुगतान अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, संविदा श्रम (विनियमन एवं उन्मूलन) अधिनियम, 1970 अथवा इस संबंध में लागू किसी अन्य श्रम कानून/संविधि के किन्हीं उपबंधों के उल्लंघन के लिए बैंक को सभी हानियों और दावों, क्षतियों अथवा मुआवजे के प्रति क्षतिपूर्ति करेगा। इस संबंध में देयताओं, यदि कोई हो, के लिए केवल ठेकेदार ही जिम्मेदार होगा।**

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



**(J) अप्रकटीकरण खंड / non-disclosure clause:**

ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक की अवसंरचना/प्रणालियों/उपकरणों आदि की ऐसी किसी भी सूचना, 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 सकती है और हर समय उसे गोपनीय रखेगा। ठेकेदार अनुबंध के विवरण को निजी और गोपनीय मानेगा, सिवाय उस सीमा तक जो इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी व्यापार या तकनीकी पत्र या कहीं और कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन नहीं करने पर ठेकेदार की ओर से अनुबंध के उल्लंघन के रूप में माना जाएगा और नियोक्ता क्षतिपूर्ति का दावा करने और कानूनी समाधान करने का हकदार होगा। ठेकेदार यह सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा कि इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व पूरी तरह से संतुष्ट हैं। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या समाप्त करने के बाद भी रहेंगे।

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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 publish, or disclose ant particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**(K) कार्य के स्थान पर महिलाओं का यौन उत्पीड़न / Sexual harassment of women at workplace:**

- (a) ठेकेदार/एजेंसी पूरी तरह से "कार्यस्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों के अनुपालन के लिए जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार / एजेंसी या स्थानीय शिकायत समिति द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज



की जाएगी एवं इस अधिनियम के तहत उचित कार्रवाई सुनिश्चित की जाएगी।  
The contractor/agency shall be solely responsible for full compliance with the provisions of the "the Sexual harassment of women at work place (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 contractor/agency or local complaint committee as the case may be and the contractor/agency shall ensure appropriate action under the said Act in respect of the complaint.

- (b) बैंक के किसी भी कर्मचारी या बैंक में कार्य करने वाले किसी अन्य फर्म के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न की कोई भी शिकायत पर, बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।  
Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) ठेकेदार के कर्मचारी की संलिप्तता के मामले में यदि मौद्रिक क्षतिपूर्ति देनी हो तो उसके भुगतान की जिम्मेदारी ठेकेदार की होगी, उदाहरणार्थ यदि ठेकेदार के कर्मचारी द्वारा की गई यौन हिंसा सिद्ध हो जाती है तो बैंक कर्मचारी को मौद्रिक राहत प्रदान किया जाना।  
The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the contractor, for instance any monetary relief, to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- (d) कार्यस्थल पर महिलाओं के यौनउत्पीड़न की रोकथाम तथा संबंधित मुद्दों के बारे में अपने - कर्मचारियों को शिक्षित करने के लिए ठेकेदार जिम्मेदार होगा।  
The Contractor shall be responsible for educating his/her employees about prevention of sexual harassment at work place and related issues.
- (e) ठेकेदार को अपने उन सभी कर्मचारियों की पूर्ण एवं अद्यतन सूची उपलब्ध करानी होगी जो बैंक परिसर के अंदर नियोजित हैं।  
The contractor shall provide a complete and updated list of employees who are deployed within the Bank's premises.

**(L) अप्रत्याशित घटना / Force Majeure:**

यदि कोई पक्ष इसके नियंत्रण से बाहर किसी घटना (जैसे दैवीय कृत्य, युद्ध जैसी स्थिति, दंगे, श्रमिकों की हड़ताल, सरकारी कार्रवाई, भूकंप, चक्रवात, टाइफून या अन्य प्राकृति आपदा आदि) के कारण इस करार के अंतर्गत दायित्वों के निर्वहन नहीं कर पाता है तो यह नहीं माना जाएगा कि इस पक्ष ने इस करार के तहत चूक की है। प्रत्येक पक्ष इस करार के तहत कार्यनिष्पादन जारी रखने के लिए सभी उचित प्रयास करने के लिए सहमत है। यदि किसी अप्रत्याशित घटना के कारण गैर-निष्पादन



की अवधि 30 दिन से अधिक होती है तो वह पक्ष जिसकी निष्पादन करने की क्षमता इतनी अधिक प्रभावित नहीं हुई है, लिखित नोटिस देकर इस करार को समाप्त कर सकता है।

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**(M) BOCW Act and BOCWWC Act**

ठेकेदार प्रयोज्यता के अनुसार भवन और अन्य सन्निर्माण कर्मकार अधिनियम, 1996 और भवन और अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम, 1996 के साथ पंजीकरण और नियमों तथा शर्तों का अनुपालन सुनिश्चित करेगा।

The contractor shall ensure registration and compliance with the terms and conditions of the Building and Other Construction Workers (R&E&CS) Act, 1996 and Buildings & Other Construction Workers Welfare Cess Act 1996 (BOCWWC) as per the applicability.

**(N) कार्यों/खरीद/परिचालनों की आउटसोर्सिंग (ऑनशॉर/ऑफशॉर)/ Outsourcing (onshore/offshore) of works/ purchases/ operations:**

ठेकेदार बैंक की पूर्व लिखित अनुमति के बिना कार्य/खरीद/संचालन की तटवर्ती या अपतटीय आउटसोर्सिंग नहीं कर सकता है।

The contractor cannot undertake outsourcing of works/ purchases/ operations onshore or offshore without prior written permission of the Bank.

**(O) उप-ठेकेदारी/ Sub-contracting**

बैंक की व्यक्त लिखित सहमति के बिना ठेकेदार द्वारा इस अनुबंध के किसी भी निष्पादन को उप-ठेके पर नहीं दिया जा सकता है। बैंक की लिखित सहमति के बिना अनुबंध के किसी भी निष्पादन को उप-ठेके पर देने का फर्म द्वारा किया गया कोई भी प्रयास अमान्य होगा और इस अनुबंध का उल्लंघन माना जाएगा।

No performance of this contract may be subcontracted by the contractor without the express written consent of the Bank. Any attempt by the firm to subcontract any performance of the contract without the express written consent of the Bank shall be invalid and shall constitute a breach of this contract.



**(P) अन्य अधिनियम/खंड Other Acts/ Clauses**

1. लागू श्रम कानूनों के प्रावधानों का पालन करना जैसेकि ठेका मजदूर (विनियमन एवं उन्मूलन) अधिनियम 1970, न्यूनतम मजदूरी अधिनियम 1948, कर्मचारी राज्य बीमा अधिनियम 1948, समान पारिश्रमिक अधिनियम 1976; कर्मचारी राज्य बीमा अधिनियम; कर्मकार प्रतिपूर्ति अधिनियम, 1923; मजदूरी भुगतान अधिनियम, 1936; कर्मचारी भविष्य निधि (और विविध प्रावधान) अधिनियम, 1952; बोनस भुगतान अधिनियम, 1965; न्यूनतम मजदूरी अधिनियम, 1948; नियोक्ता दायित्व अधिनियम, 1938; बाल रोजगार अधिनियम, 1938, मातृत्व लाभ अधिनियम और/या कोई अन्य नियम/विनियम और/या क़ानून जो उन पर लागू हो सकते हैं और उनके तहत बनाए गए नियम।

Adherence to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Employees State Insurance Act 1948, Equal Remuneration Act 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statues that may be applicable to them and rules made there under.

2. सार्वजनिक खरीद प्रभाग, व्यय विभाग, वित्त मंत्रालय, भारत सरकार द्वारा जारी दिनांक 23 जुलाई, 2020 के कार्यालय ज्ञापन (ओएम) एफ. संख्या 6/18/2019-पीपीडी के माध्यम से जीएफआर 2017 के नियम 144(xi) का अनुपालन, इसके अतिरिक्त जारी किए गए सार्वजनिक खरीद आदेश और उनके बाद के संशोधन अनिवार्य होंगे। इस संबंध में, बोलीदाता अपने लेटर हेड पर वचन/घोषणा/प्रमाणपत्र की एक प्रति अनुलग्नक -I में दिए गए प्रारूप में अधिकृत हस्ताक्षरकर्ता द्वारा विधिवत मुहरबंद और हस्ताक्षरित प्रस्तुत करेंगे।

यदि बोलीदाता द्वारा प्रस्तुत वचन/घोषणा/प्रमाणपत्र झूठा पाया जाता है, तो उसकी निविदा/कार्य आदेश तुरंत समाप्त कर दिया जाएगा, और बयाना राशि/प्रदर्शन बैंक गारंटी/सुरक्षा जमा को जब्त करने सहित कानून के अनुसार कानूनी कार्रवाई शुरू की जा सकती है

Compliance with the Rule 144(xi) of GFR 2017 inserted Vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at [Annexure-I](#).

If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

**(Q)** इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल अहमदाबाद में ही किए जाएंगे।

All payments by the Employer under this contract will be made only at Ahmedabad.



(R) उक्त शर्तों में निर्धारित समय पर और तरीके से भुगतान की जाने वाली उक्त अनुबंध राशि को ध्यान में रखते हुए, ठेकेदार, उक्त शर्तों पर और उक्त शर्तों के अधीन, उक्त विनिर्देशों और मात्राओं की अनुसूची पर दिखाए गए कार्य को निष्पादित और पूरा करेगा।

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

(S) नियोक्ता उक्त संविदा राशि या ऐसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय होगी।

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.

(T) उक्त शर्तों और परिशिष्ट को इस करार के भाग के रूप में पढ़ा और माना जाएगा और पक्षकार अपने निर्दिष्ट दायित्व का पालन करेंगे, उक्त शर्तों के साथ कार्यनिष्पादन करेंगे और करार में निहित उक्त शर्तों का पालन करेंगे।

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

इसमें वर्णित करार और दस्तावेज इस संविदा का आधार बनेंगे।

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

|  |   |
|--|---|
| यदि ठेकेदार एक साझेदार हैं या एक व्यक्ति है<br>If the Contractor is a partnership or an individual | इनके साक्ष्य स्वरूप नियोक्ता और ठेकेदार ने इसकी दोनों प्रतियों पर अपने हस्ताक्षर किए हैं तथा यह उपर्युक्त दिन और वर्ष में निष्पादित किया गया है।<br>IN WITNESS WHERE OF the Employer and the Contractor have set their respective hands to these presents and two duplicates here of the day and year first herein above written. |
| यदि ठेकेदार एक कंपनी है<br>If the Contractor is a company  | इनके साक्ष्य स्वरूप नियोक्ता ने अपने विधिवत अधिकृत अधिकारियों के माध्यम से हस्ताक्षर किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी कॉमन मुहर लगाई है तथा इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया है।   |



|  |   |
|--|---|
|  | IN WITNESS WHERE OF 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 here unto and the said two duplicates / has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first here in above written. |
|--|---|

| हस्ताक्षर खंड   | Signature Clause   |
|---|--|
| भारतीय रिजर्व बैंक द्वारा निम्नलिखित के माध्यम से निम्नलिखित गवाहों की उपस्थिति में हस्ताक्षरित और वितरित<br>श्री _____<br>(नाम और पदनाम)<br>_____<br>_____ | SIGNED AND DELIVERED BY THE Reserve Bank of India<br>By the hands of<br>Shri _____<br>(Name and Designation)<br>_____<br>_____ |
| गवाह<br>(1)<br>पता<br><br>(2)<br>पता  | in the presence of<br>(1)<br>Address<br><br>(2)<br>Address   |
| गवाह<br>_____ द्वारा हस्ताक्षरित और वितरित किया गया   | Witnesses<br>Signed and delivered by<br>_____  |



|  |  |
|--|--|
|  |  |
| 1).<br>_____<br>_____<br>पता<br>_____<br>_____   | 1).<br>_____<br>_____<br>Address<br>_____<br>_____   |
| 2).<br>_____<br>_____<br>पता<br>_____<br>_____   | 2).<br>_____<br>_____<br>Address<br>_____<br>_____   |
| .....की आम मुहर.....<br>को आयोजित बैठक में इसके निदेशक मंडल<br>द्वारा पारित प्रस्तावों के अनुसार निम्नलिखित की<br>उपस्थिति में लगाई गई।<br><br>_____<br>_____<br>_____ | THE COMMON SEAL OF<br><br>Was hereunto affixed pursuant to the<br>resolutions passed<br><br>By its Board of Directors at the meeting<br>held on<br><br>_____<br>_____<br>- |
| (1) _____<br>_____<br>_____<br><br>(2) _____<br>_____  | In the present of<br><br>(1)<br>_____<br>_____<br><br>(2)<br>_____<br>_____  |





|   |   |
|---|---|
| निदेशक जिन्होंने निम्नलिखित की उपस्थिति में इन पर हस्ताक्षर किए हैं<br><br>(1) _____<br>_____<br><br>(2) _____<br>_____ | Directors who have signed these present in taken thereof in the presence of<br><br>(1) _____<br>_____<br>-<br><br>(2) _____<br>_____<br>- |
| ठेकेदार द्वारा निम्नलिखित के माध्यम से हस्ताक्षरित और वितरित<br><br>श्री _____<br><br>और विधिवत गठित एटॉर्नी            | SIGNED AND DELIVERED BY the Contractor by the hand of<br><br>Shri _____<br><br>And duly constituted attorney                              |

स्थान Place-

ठेकेदार के हस्ताक्षर एवं मुहर

Signature & Stamp of the contractor

दिनांक Date-

**नोट:** करार निष्पादित करने से पहले बैंक करार के अनुच्छेदों की सामग्री को संशोधित करने का अधिकार रखता है

**Note:** Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.



## Scope of Work

The services rendered under the contract shall include following items of work: -

### **1. Carpenter -**

- a) Easing/adjusting all types (MS, Wooden, Aluminium UPVC, etc) of doors, door frames, windows, ventilators, louvers, pelmets, curtain rods/rails/channels, medicine chest, kitchen cabinets (including Modular Kitchen), meat safes, wardrobes, wardrobes locks, drawer locks, night latches, mortice locks etc. in order to make and keep them in satisfactory serviceable condition.
- b) Refixing of loose fixtures, fittings, curtain rods/rails/channels, pelmets, medicine chests, hinges, hooks and eyes, ball catches, handles, tower bolts, aldrops, other latches, locks, brackets, any other fixtures and fittings including grouting of new wooden/pvc gutties in cement mortar etc. wherever necessary.
- c) Replacement of nails, screws, coach screws, machine screws, nuts, bolts, washers etc. (inclusive of their cost) of hinges, handles, aldrops, tower bolts, latches, locks, etc. including minor repairs to night latches/mortice locks etc. Repair and replacement of wash basin mirrors, glass shelves, corner shelves, SS hooks, SS towel rods, SS tumbler holder, soap dish, SS towel ring, replacement of all damaged Velcro mesh, SS Mesh if any, replacement of damages velcro mesh teak wood frame with new one ,etc.
- d) Repairing of door/window shutters/Slashes etc. including removal and refixing thereof. Repairing of other furniture articles such as pelmets, wardrobes, kitchen cabinets (including Modular Kitchen), meat safes, medicine chests etc.
- f) Repairs to cloth hanging arrangement Viz. Replacement of ropes, pully and hooks/brackets etc and replacement of cloth hanging arrangement with new one.
- g) Any other carpentry/fitting or concerned work as advised by the Banks Engineer.
- h) Replacement of Teak/commercial ply Veneer of Flush Type door shutters, wooden frame door shutters, MS frame, wooden/aluminium doors/windows/ventilators, frame of wooden shutter, frame of windows, panelled doors, ventilators etc. wooden panels of panelled doors, windows, ventilators, other shutters etc. fixing of aluminium GI asbestos sheet to doors/windows etc. complete.(The cost of veneers, wooden battens for frame wooden panels boards, aluminium/GI/asbestos sheets etc. will however be paid separately as per actual) (Replacement shall be done with the same quality fittings as per the existing or of better quality wherever advised by the Banks Engineer)
- i) In Main Office Premises the contractor should arrange for servicing of all Glass door handles and hinges and all types of door closures and an acknowledgement taken report from the



concerned department/users need to be submitted .If any such establishment is present in Residential colonies the same need to be attended on Quarters basis as mentioned above.

- j) In Main Office Premises the Carpenter and plumber should be expertise and should repair all types of workstations/ working desk tables, replacement of keyboard, CPU units and workstation draw unit channels and locks.
- k) The Carpenter and helper should be expertise and should repair the modular kitchen and replacement of damaged units with new one, replacement of damaged channels, hinges, handles, any type of basket units and all types of repairs pertain to modular Kitchen.
- l) The Contractor/ Carpenter shall note down the complaints recorded in the complaint register, kept in each colony with the caretaker and attend to the same immediately as soon as possible. Signature of the occupant/ caretaker shall be obtained in the note book for acknowledgement of attending the complaint. Contractor shall himself check the promptness of attending the complaints and any attended complaint shall be informed to the caretaker along with the reasons for of attending the complaints.
- (n)The work shall be carried out in close co-ordination and with least disturbance to the Office working /residents as the case may be.
- (o)The contractor shall have to make good the damages if any caused to the Banks properties while attending to his work at no extra cost to the Bank
- (p)The monthly payment will be made after the satisfactory completion of items and complaint attended to and the certificate of the Assistant Manager
- (q)The old/broken fittings etc. shall be handed over to the caretaker. The replacement work shall be taken up after consent of the Junior Engineer / Assistant Manager (Civil) / Manager(Civil) and the rates of the same will be paid as per SAR rates prepared by Bank.
- (r) All the monthly bills should be submitted separately with Caretakers certificates duly attached.
- (s)The Contractor, from time to time after completion of work, shall take the certificate/acknowledgement from the resident of the flat that the work has been completed satisfactory and same shall be enclosed along with the bill. Payment shall be made on monthly basis.
- (t) The carpenter should inspect the VOFs/THH's, Dispensary, Gymnasium, Community Hall, Recreation Room etc at Respective properties on fortnight basis and if any defects/damages found the same need to be reported immediately to colony caretaker. The Due acknowledgement report countered signed by VOF caretaker and colony caretaker on fortnight basis need to be submitted at the time of submission of monthly bills.
- (u)The Contractor shall provide necessary service personnel to ensure proper maintenance and other service and to ensure that the work carried out as specified in Schedule of Quantities. The



personnel so engaged by him would always be deemed to be his personnel and would not have any claim on the Bank whatsoever.

(v) The carpenter should inspect the Vacant flats at Respective properties on monthly basis and if any defects/damages found the same need to be reported immediately to colony caretaker. The Due acknowledgement report countered signed by VOF caretaker and colony caretaker on monthly basis need to be submitted at the time of submission of monthly bills.

## 2. Plumber –

- a. Making available the services of contractor's staff for maintenance of plumbing and sanitary installations/works in the Bank's Main Office premises, officers' quarters and staff quarters, at Ahmedabad. The charges quoted shall be for deputing experienced staff (one skilled plumber and one semi-skilled helper to plumber) for six days in a week generally for eight hours' working as per the timing to be agreed upon as decided by the Bank (excluding ½ hour lunch break). However, in case of any emergency work (like pipe leak repair etc.), even at night or any other time, the staff must undertake the work till the emergency work is over.
- b. The plumbing staff should report to the premises Caretaker/Bank's officials.
- c. The charges quoted in **non-labour component** should include transportation charges, providing and maintenance of kit containing all tools related and necessary to execute the work, uniform etc. required for the work, incidental charges and contractors profit and overhead and taxes as may be levied by statutory authorities.
- d. Necessary adhesive, nails, cotton waste, screws, adhesive tape, washers for CP fittings, soft cloth, the tools & plants removal of debris, safety equipment's etc.
- e. In addition to the day-to-day maintenance work of plumbing & sanitary, it is also necessary to attend the work of operation of domestic pumps in the Bank's Premises/residential premises to ensure uninterrupted water supply in the premises. The operator/plumber shall check the water level in the sumps and operate the required valve during operation of the pumps as per requirement. They shall adhere to the instructions from the Bank's Engineers and Caretaker of the premises. Any trouble/failure of pumps, low inflow from Ahmedabad Water Authority etc. shall be reported to the Bank's officials immediately for corrective action.
- f. Reporting faults to the respective manufacturers/firms who are maintaining other equipment's like, pumps, etc. which are under separate AMC with the Bank and ensuring that the technicians/engineers of such AMC holders carry out the required work for setting right the various equipment.



- g. The contractor shall also engage one plumber for night duty during monsoon season i.e from 1<sup>st</sup> June to 30<sup>th</sup> September, separate payment shall provide as per quoted rate.**

**Description of locations of Different Premises:**

**A – Main office building including Annex Building.**

(i)The Contractor shall engage One Carpenter + One Helper and One Plumber + One Helper on retainer basis, who shall daily attend to the Main Office Building for attending carpentry complaints and shall be available at 9.30 a.m. to 5.30p.m. on all weekdays (excluding Sunday but including Saturday). He shall also attend to the work on weekly offs, holidays and beyond office hours when ever need arises without any extra cost to the Bank. The Contractor shall ensure to attend maintenance service complaints within four hours of the complaint being registered. **An amount equivalent to existing minimum wages will be deducted per day of absenteeism.**

ii) The same carpenter along with one helper shall also attend to all carpentry complaints Annex Building including Saturday, during the above working hours (or after the working hours if required) within the quoted amount. No extra payment for the conveyance or any other item shall be paid by the Bank.

iii) The Contractor shall also engage necessary extra helper for his assistance whenever required with prior permission of the Banks Engineer. Labour charges per helper per day will be paid separately for engaging additional helper as per schedule of approved rates.

**B - Officers' Quarters at Navrangpura (NOQ) and Office premises at River Front House (RFH)**

(i)The contractor shall engage One Carpenter and One Plumber, who shall attend to the complaints/works in NOQ between 9.30 AM to 2.00 PM and in RFH between 2.00 PM to 5.30 PM on all days. The Contractor shall ensure to attend maintenance service complaints within four hours of the complaint being registered. **An amount equivalent to existing minimum wages will be deducted per day of absenteeism.**

(ii)The Carpenter shall also attend to the work beyond office hours when ever need arises without any extra cost to the Bank.

(iii) The Contractor shall also engage necessary Extra helper for his assistance whenever required with prior permission of the Banks Engineer. Labour charges per helper per day will be paid separately for engaging additional helper as per schedule of approved of approved rates.

Ahmedabad

Date-

Signature of the contractor & Address with seal



## **SAFETY CODE**

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilised 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.
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 ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench of 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 be provided with suitable means to prevent the fall of persons and 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 on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
(ii) Suitable face masks should be supplied for used by the workers when the paint is applying the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.
14. Additional safety net is to be provided to cover the external work and to avoid any injury to the occupants of the colony.

Ahmedabad

Date-

Signature of the contractor & Address with seal



## Annexure-I

### **Undertaking / Declaration / Certificate by the Vendor regarding country sharing land border with India in compliance to Rule 144 (xi) of GFR 2017**

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

To,  
Reserve Bank of India

Name of Work: \_\_\_\_\_

I/We.....

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

2. I/We certify that ..... (Name of the vendor)

- I. is not from a country sharing land border with India, or
- II. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- III. is from a country sharing land border with India where Government of India has extended lines of credit, or
- IV. is from a country sharing land border with India where Government of India is engaged in development projects.

*(Strikeout whichever of the above is not applicable).*

3. I/We further certify that ..... (Name of the vendor) fulfils all requirements 3. in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to



sub- contract I/we ..... (Name of the vendor) will not sub-contract any work to contractor from country(ies) sharing land border with India, unless such contractor fulfils all requirements contained in the above referred office memorandum / order.

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

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

Date:

Place:





## SCHEDULE OF QUANTITY

**Annual Maintenance contract for arranging and providing services of plumbers and carpenters for carrying out day-to-day carpentry and sanitary & plumbing maintenance/ repair works at the Bank's various properties located in Ahmedabad**

| Name of property   | Total Charges for Making Available <b>One Supervisor, Two Skilled Carpenter, Two Skilled Plumber and Two helper</b> to carry out work as per scope of work/terms & conditions mentioned |  |   |                       |
|--|---|--|---|-----------------------|
|  | Quoted Amount / Per Month<br><b>(The Value as calculated at Annexure should reflect here)<br/>(A)</b>   | GST for the quoted amount /Per Month<br><b>(B)</b> | Total Amount with per Month<br><b>(A+B)</b> | Total Amount per Year |
| Carpentry and Plumbing Works at Main Office Building as well as all Properties |   |  |   |                       |

**Note:** - The contractor shall ascertain the scope of work before quoting the rates

(2) Please note that the quoted rates are inclusive of all taxes etc., if any and **rate shall be inclusive of miscellaneous items like screws, clamps etc** and cost of other replaced items will be paid as per the banks standard approved rates.

(3) The successful tenderer shall employ only reliable workers and furnish their complete details along with police verification with their two photographs. In case of any dispute, default like theft or burglary on the part of worker, the contractor will be totally responsible and initiate action to set it right.

(4) The contractor shall ascertain the scope of work before quoting the rates. After opening the quotation, the award of the contract for various properties will be decided by the bank based on the lowest rate, previous performance of contractor and scope of work at different properties

(5) The rate quoted by the contractor shall comply with minimum wages act of Central Government, Labour Department. The contractor has to note this and take into account while quoting the work.

(6) If the contractor has not deployed carpenter or helper on a particular day, recovery will be made from the bill as per the quoted rates for carpenter and helper.

(7) The Bank is not bound to accept the lowest or any tender. The Bank reserves the right to split and award the work to different agencies, Bank reserves the right to accept either in full or in



part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason, thereof.

(8) The contractor should be guided by the provisions of the Minimum Wages Act and other related labour Acts enacted by the Central / State Governments from time to time.

(9) The agreed contract amount shall be fixed throughout the tenure of contract and will not subject to any fluctuations due to increase in the cost of materials, labour, Sales tax, Octroi, Income Tax, Work Contract Tax, GST or any other taxes required under the statute, if any, no additional amount will be paid.

(10) The bills will be settled by office after verification of the work done, copy of Caretaker/. Asst Caretaker certification, attendance etc. The bill, in proper form, must be duly accompanied by details of work carried out in that month and should also be accompanied with the details of ESI & EPF deposit slip for the previous month along with the copy of Register- Form IX, X, XI U/r 22, 26(1), 26 (2) of the Minimum wage (Central) Rule 1950, Minimum wage Act 1948, copy of attendance sheet signed duly verified by Caretaker/Asst Caretaker failing which the bill will not be accepted. The

Contractor's Bills should be prepared based on the actual work done and actual manpower deployed.

**Place:**

**Date:**

**Signature of Contractor and Address with seal.**



| Sr. No. | Description   | Manpower Required | Min Wages Per Worker Per Day Considered as Per Latest Circular of Central Government for Minimum | EPF @ 12.00% of 4 | ESI @ 4.00% of 4 | Total Minimum Wages Per Day Quoted by the Vendor including other statutory obligations | Total Monthly Wages in (Rs) Considering 26 working days. (value should not be quoted less than (7)) |  |
|---------|---|-------------------|--|-------------------|------------------|--|---|--|
| 1       | 2   | 3                 | 4  | 5                 | 6                | 7  | (8) = (3) x (7) x 26 days   |  |
| a       | Supervisor  | 1.00              | ₹ 948.00   | ₹ 113.76          | ₹ 37.92          | ₹ 1,099.68   |   |  |
| b       | Skilled Carpenter   | 2.00              | ₹ 948.00   | ₹ 113.76          | ₹ 37.92          | ₹ 1,099.68   |   |  |
| c       | Skilled Plumber   | 2.00              | ₹ 948.00   | ₹ 113.76          | ₹ 37.92          | ₹ 1,099.68   |   |  |
| d       | helper  | 2.00              | ₹ 778.00   | ₹ 93.36           | ₹ 31.12          | ₹ 902.48   |   |  |
| e       | <i>Day to Day work, tools and equipment's and its maintenance charges, Insurance, uniform and uniform maintenance and other miscellaneous charges. (Contractor should give details of these items)</i>                        |                   |  |                   |                  |  |   |  |
|         |   |                   |  |                   |                  | <i>Sub Total (X)=sum of (a,b,c,d,e)=</i>   |   |  |
|         |   |                   |  |                   |                  | <i>Add Contractor profit and Overheads on X =(Y)=</i>                                  |   |  |
|         |   |                   |  |                   |                  | <i>Total amount per Month=(X+Y)=Z</i>  |   |  |
|         |   |                   |  |                   |                  | <b><i>Total amount per annum=(Z*12)=A</i></b>  |   |  |
|         |   |                   |  |                   |                  | <i>Add GST 18% on A</i>  |   |  |
|         |   |                   |  |                   |                  | <i>Total Amount</i>  |   |  |
|         | 1. In case, the rate quote under column (8) is less than the minimum wages evaluated in column (7) of wages charges for Manpower as per latest minimum wages, the tender shall be summarily disqualified.                     |                   |  |                   |                  |  |   |  |
|         | 2. If the amount quoted by the bidder in the price bids is unreasonable/unrealistic or with zero profit margin, based on the statutory payments or otherwise, the Bank reserves the right to reject such bids.                |                   |  |                   |                  |  |   |  |
|         | 3. Contractor to submit a copy of the latest circular published by the competent authority in support of minimum wages prevailing as per Central Govt applicable for public sector banks and conceded by them in their quote. |                   |  |                   |                  |  |   |  |