



भारतीय रिज़र्व बैंक/Reserve Bank of India

संपदा विभाग/Estate Department

जम्मू/Jammu

ई-निविदा सं / E-tender No.: RBI/Jammu Regional office/Estate/10/23-24/ET/477

TENDER FOR

भारतीय रिज़र्व बैंक, जम्मू की स्टाफ कॉलोनी और लीज़ फ्लैट्स में विद्युत संबंधी कार्यों का वार्षिक रखरखाव अनुबंध / Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu

भाग/Part I

तकनीकी-वाणिज्यिक बोली / Techno- commercial bid

निविदाकार का नाम / Name of the tenderer _____

पता/Address _____

निविदा प्रस्तुत करने की अंतिम तिथि : - 23 फरवरी 2024 को अपराह्न 02:00 बजे तक

Last Date of Submission of Tender: February 23, 2024 up to 02:00 PM

भाग I खुलने की तिथि : 23 फरवरी 2024 को अपराह्न 03:00 बजे तक के बाद

Date of opening of Part-I: February 23, 2024 from 03:00 PM onwards

भारतीय रिज़र्व बैंक/Reserve Bank of India

संपदा विभाग/Estate Department

जम्मू/Jammu

**ई-निविदा आमंत्रण सूचना (एनआईटी)/NOTICE INVITING e-TENDER
(NIT)**

(केवल ई-प्रोक्योरमेंट के माध्यम से /Only through e-procurement)

निविदा अनुसूची (एसओटी)/SCHEDULE OF TENDER (SOT)

टिप्पणी: यह एक सीमित निविदा सूचना है। इस निविदा में केवल वे बोलीदाता/वेंडर भाग लेने के पात्र हैं जो संबंधित श्रेणी के अंतर्गत नीचे दिए गए ऐसे कार्यों के लिए भारतीय रिज़र्व बैंक, जम्मू के साथ वेंडर के रूप में सूचीबद्ध हैं। बोलीदाताओं को सलाह दी जाती है कि वे इस निविदा प्रक्रिया में भाग लेने से पहले इस हेतु अपनी पात्रता के संबंध में भारतीय रिज़र्व बैंक, जम्मू से जांच-पड़ताल कर लें।

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

क्रम सं. / S. No.	मद/Item	विवरण/Details
1	ई-निविदा संख्या / E-tender No.	RBI/Jammu Regional office/Estate/10/23-24/ET/477
2	कार्य का नाम/Name of work	भारतीय रिज़र्व बैंक, जम्मू की स्टाफ कॉलोनी और लीज़ फ्लैट्स में विद्युत संबंधी कार्यों का वार्षिक रखरखाव अनुबंध Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu.
3	निविदा का प्रकार/Mode of Tender	ई-प्रोक्योरमेंट प्रणाली ऑनलाइन /e-Procurement System

		<p>(https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp के माध्यम से ऑनलाइन भाग I - तकनीकी-वाणिज्यिकी बोली और भाग II-मूल्य बोली)</p> <p>ई-निविदा हेतु दिशानिर्देश नीचे दिए गए हैं ।</p> <p>e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp)</p> <p>Guidelines for e-tender has been provided below.</p>
4	पक्षकारों के लिए डाउनलोड हेतु उपलब्ध एनआईटी की तिथि /Date of NIT available to parties to download	02 फरवरी 2024 (अपराह्न 06:00 बजे) February 02, 2024 (06:00 PM)
5	कार्य की अनुमानित लागत/Estimated cost of the work	₹7,00 लाख प्रतिवर्ष ₹7.00 Lakh per annum
6	बयाना राशि जमा (ईएमडी) /Earnest Money Deposit (EMD)	सफल निविदाकारों को अनुबंध की 2% राशि आरबीआई जम्मू के खाता संख्या 8714295, आईएफएससी कोड: RBIS0JMPA01 (0=शून्य) में एनईएफटी के माध्यम से जमा करना है। (लेनदेन का विवरण estate@rbi.org.in और jyotikapoor@rbi.org.in पर प्रेषित कर दें) @2% of contract amount to be submitted by the successful tenderer in RBI Jammu A/c No.8714295, IFSC Code: RBIS0JMPA01 (0=Zero) {Intimate/ forward the transaction details on estate@rbi.org.in and jyotikapoor@rbi.org.in }
7	लेनदेन शुल्क/Transaction Fee महत्वपूर्ण टिप्पणी/Important Note: कृपया ध्यान दें कि	₹1,180/- (रुपए एक हजार एक सौ अस्सी केवल) (सेवा प्रभार पर 18% जीएसटी सहित) ₹1,180/- (Rupees One Thousand One Hundred Eighty only) (including GST @18% on Service Charge). लेनदेन शुल्क का भुगतान

<p>एमएसटीसी लिमिटेड, कोलकाता के पक्ष में एनईएफटी द्वारा लेनदेन शुल्क की प्राप्ति के बाद ही वेंडर के पास ऑनलाइन ई-निविदा तक पहुंच होगी/Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT in favour of MSTC Limited, Kolkata.</p>	<p>www.mstcecommerce.com/eprochome/rbi पर आपके लॉगिन पर उपलब्ध ई-पेमेंट गेटवे का उपयोग करके किया जाना आवश्यक है । इसका भुगतान या तो चालान का उपयोग करके एनईएफटी/आरटीजीएस के माध्यम से या क्रेडिट कार्ड/डेबिट कार्ड/नेट बैंकिंग का उपयोग करके ऑनलाइन माध्यम से किया जा सकता है । एनईएफटी/आरटीजीएस के माध्यम से किए गए भुगतान को अधिकृत होने में अलग-अलग बैंकों में 2 घंटे से 2 दिन तक का समय लग सकता है । हालांकि अधिकांश मामलों में ऑनलाइन भुगतान तुरंत अधिकृत हो जाता है ।</p> <p>Transaction fee is required to be paid using e-payment gateway available in your login at www.mstcecommerce.com/eprochome/rbi. It can be paid either through NEFT/RTGS using challan or by online payment using credit card/debit card/net banking. Authorization of payment made through NEFT/RTGS takes time of 2 hours to 2 days depending on your bank. However online payment gets authorized immediately in most of the cases.</p> <p>इसके अतिरिक्त लेनदेन शुल्क के भुगतान सिस्टम द्वारा ही अधिकृत हो जाते हैं और इसमें कोई मैनुअल हस्तक्षेप नहीं होता है। बोलीदाताओं को अंतिम समय की परेशानी से बचने के लिए लेनदेन शुल्क का भुगतान पहले ही करने की सलाह दी जाती है। इसके अलावा कृपया ध्यान दें कि चालान से किए गए भुगतान के मामले में निविदा दस्तावेज़ में उल्लिखित लेनदेन शुल्क में ₹1 या 2 का फ़र्क हो सकता है और यह approximation error के कारण हो सकता है । जबकि ऑनलाइन भुगतान के मामले में, इंटरनेट हैंडलिंग शुल्क मूल राशि में जोड़ा जाएगा। कृपया उपर्युक्त को नोट किया जाए और भुगतान करते समय इसका ध्यान रखें ।</p> <p>Further transaction fee payments are authorized by the system itself and there is no manual intervention. Bidders are advised to make payment of transaction fee well in advance to avoid last minute hassle. Further, please note that the transaction fee mentioned in the tender document may vary slightly by ₹1 or ₹2 in case of payment made through challan due to approximation</p>
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		error. Whereas in case of online payment, internet handling charges shall be added in the basic amount. Above may please be noted and taken care of while making the payment.
8	एनईएफटी के माध्यम से बयाना जमा राशि (ईएमडी)/Earnest Money Deposit (EMD) through NEFT.	सफल निविदाकारों को अनुबंध की 2% राशि आरबीआई जम्मू के खाता संख्या 8714295, आईएफएससी कोड: RBIS0JMPA01 (0=शून्य) में एनईएफटी के माध्यम से जमा करना है । @2% of contract amount to be submitted by the successful tenderer in RBI Jammu A/c No.8714295, IFSC Code: RBIS0JMPA01 (0=Zero)
9	एनईएफटी के माध्यम से बयाना जमा राशि (ईएमडी) प्रस्तुत करने की अंतिम तिथि/Last date of submission of Earnest Money Deposit (EMD) through NEFT.	कार्य सौंपने से पूर्व सफल बोलीदाताओं द्वारा By successful bidder before award of work.
10	एमएसटीसी लिमिटेड, कोलकाता के पक्ष में एनईएफटी के माध्यम से लेनदेन शुल्क जमा करने की अंतिम तिथि / Last date of submission of Transaction fee through NEFT in favour of MSTC Limited, Kolkata.	ई-निविदा बंद होने की अंतिम तारीख से पूर्व 3 (तीन) कार्य दिवसों में 3 (Three) working days before the last date of closing of E-tender.
11	बोली पूर्व बैठक/Pre-bid meeting	नहीं/No
12	www.mstcecommerce.com/eprochome/rbi पर तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा प्रारंभ होने की तिथि / Date of starting of e-Tender for submission of on line	02 फरवरी 2024 February 02, 2024

	Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	
11	तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि / Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	23 फरवरी 2024 को अपराह्न 2:00 बजे February 23, 2024 at 2:00 PM
12	भाग-I (अर्थात् तकनीकी-वाणिज्यिक बोली) और भाग-II (मूल्य बोली) खुलने की तारीख और समय / Date & time of opening of Part-I (i.e. Techno-Commercial Bid) & Part-II Price Bid.	निविदा का भाग I (तकनीकी-वाणिज्यिक बोली) 23 फरवरी 2024 को अपराह्न 3:00 बजे खोला जाएगा। यदि बोलीदाताओं द्वारा कोई विशेष शर्तें नहीं रखी जाती हैं, Part I (Techno-Commercial Bid) of the tender shall be opened at 3:00 PM on February 23, 2024 . If no special conditions are put forth by the bidders, इसके बाद निविदा का भाग II (मूल्य बोली) भी उसी दिन खोला जाएगा या अन्यथा बाद की तारीख में खोला जाएगा जिसके बारे में बोलीदाताओं को सूचित कर दिया जाएगा। Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.

2. इच्छुक निविदाकारों को भारतीय रिज़र्व बैंक, जम्मू को **एनईएफटी** के माध्यम से बयाना राशि का भुगतान करना होगा।
Intending tenderers shall pay earnest money through **NEFT** to Reserve Bank of India, Jammu.
3. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता रखने 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।
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.

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

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.

5. भविष्य में निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि कोई होगा तो केवल ऊपर दिए गए अनुसार आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर सूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

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.

स्थान/Place

संविदाकार के हस्ताक्षर/Signature of Contractor

दिनांक/Date

फर्म का नाम और पता/ Name & address of the firm

दावा- अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, संपदा विभाग, जम्मू ने इस दस्तावेज़ को इच्छुक पार्टियों को प्रोजेक्ट की पृष्ठभूमि के बारे में जानकारी देने के लिए तैयार किया है। जबकि बैंक ने इसमें निहित सूचना तैयार करने में सावधानी बरती है और इसे ठीक माना है, फिर भी न तो बैंक और न ही इसके कोई अधिकारी या एजेंसी और न ही उनके संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज़ में निहित जानकारी या इससे संबद्ध देने योग्य किसी अन्य जानकारी की पूर्णता या सटीकता के बारे में कोई वारंटी या अभ्यावेदन (व्यक्त रूप में हो या निहित हो) प्रदान करते हैं।

Reserve Bank of India, Estate Department, Jammu, has prepared this document to give background information on the work 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 accurate, 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.

जरूरी नहीं है कि यह जानकारी संपूर्ण हो। इच्छुक पक्षों को स्वयं पूछताछ कर लेनी चाहिए और उन्हें केवल ई-निविदा दस्तावेज़ों/फॉर्मों में निहित जानकारी पर निर्भर नहीं रहना चाहिए। यदि निविदा में भाग लेने वालों के द्वारा उचित सावधानी नहीं बरती जाती है तो भारतीय रिज़र्व बैंक जिम्मेदार नहीं होगा।

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

यह सूचना इस आधार पर प्रदान की जाती है कि वह भारतीय रिज़र्व बैंक अथवा इसके किसी प्राधिकरण अथवा एजेंसी अथवा उनके किसी संबंधित अधिकारी, कर्मचारी, एजेंट अथवा सलाहकार के लिए बाध्यकारी नहीं है।

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 पर आगे न बढ़ने या परियोजना के विन्यास को बदलने, इस दस्तावेज़ में वर्णित टाइम टेबल को बदलने या अपनाई जाने वाली प्रक्रिया/पद्धति को बदलने का

अधिकार सुरक्षित रखता है। यह इस निविदा में रुचि व्यक्त करने वाले किसी पक्ष के साथ इस मामले में और अधिक चर्चा की मनाही का अधिकार भी रखता है । रुचि व्यक्त करने वाले व्यक्तियों 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.

भाग/Section I

ई-निविदा के लिए महत्वपूर्ण निर्देश

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of e-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Jammu is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eproc/</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/govt.depts. → RBI Jammu → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e- tender).</p> <p>MSTC Central Helpdesk Numbers-033-23400020/23400021/23400022 Email id- helpdesk@mstcindia.co.in</p> <p>Contact person (MSTC):</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%;">Mr. Nitin Anand</td><td style="width: 50%;">Shri Pankaj Kumar</td></tr><tr><td>Manager (NRO)</td><td>Assistant Manager (NRO)</td></tr><tr><td>Mobile no: 9769760074</td><td>Mobile no- 7229068247</td></tr><tr><td>Email: bmcdgmstc@mstcindia.co.in</td><td>Email-pankajkumar@mstcindia.co.in</td></tr></table>	Mr. Nitin Anand	Shri Pankaj Kumar	Manager (NRO)	Assistant Manager (NRO)	Mobile no: 9769760074	Mobile no- 7229068247	Email: bmcdgmstc@mstcindia.co.in	Email- pankajkumar@mstcindia.co.in
Mr. Nitin Anand	Shri Pankaj Kumar								
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Email: bmcdgmstc@mstcindia.co.in	Email- pankajkumar@mstcindia.co.in								

	<p>Contact person (RBI Jammu):</p> <p>i) For Technical Query: Sh. Himanshu Bhatt, (AM-Electrical) E-mail ID: himanshub@rbi.org.in; Mob: 8178489046; Sh. Atul Gupta, JE (Electrical) E-mail ID: atulgupta@rbi.org.in Mob: 9568358974.</p> <p>ii) For Non-Technical Query: Sh. Kuldeep Kumar, Manager, Estate Dept, E-mail ID: jyotikapoor@rbi.org.in Mob: 9882554668 Phone No.: 0191-2472481; Ms. Jyoti Kapoor, AM, Estate Dept, E-mail ID: kuldeepkumar@rbi.org.in Mob: 9419213402 Phone No.: 0191-2472481.</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 8 (x86 Offline) and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at https://www.mstcecommerce.com/eprocn/</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: Payment of Transaction fee is online on MSTC site</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are</p>

	<p>required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD (if any) through separate NEFT/Mobile banking in advance to the Reserve Bank of India Jammu.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Jammu and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website https://www.mstcecommerce.com/eprocn/ of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD (if any), Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAMMU.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial</p>

Bid as well as Price Bid.

c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments →RBI Jammu Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.

d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).

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

NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.

- f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD (if any) of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

खंड/Section II

निविदा फॉर्म/Form of Tender

सेवामें/To,
क्षेत्रीय निदेशक/The Regional Director,
भारतीय रिज़र्व बैंक/Reserve Bank of India,
जम्मू/Jammu

महोदय/Dear Sir,

हमने एतदद्वारा ज्ञापन में निर्दिष्ट कार्यों से संबंधित मात्राओं की अनुसूची की सावधानीपूर्वक जांच की है और उक्त ज्ञापन में निर्धारित स्थल का दौरा किया है और एवं ई-निविदा से संबंधित समस्त आवश्यक जानकारी प्राप्त की है। हम एतदद्वारा उक्त ज्ञापन में निर्धारित कार्यों को ज्ञापन के अनुसार निर्धारित समय-सीमा के भीतर संलग्न मात्रा अनुसूची में वर्णित दरों पर और अनुबंध में निर्दिष्ट विनिर्देशों, डिज़ाइनों और लिखित अनुदेशों के अनुसार निष्पादित करने का प्रस्ताव करते हैं जो हर प्रकार से करारनामा के लिए पूर्वोल्लिखित विशेष शर्तों, मात्रा अनुसूची और यथा लागू अन्य शर्तों के अधीन उपलब्ध कराई जाने वाली सामग्री के अनुसार पूरा किया जाएगा।

Having examined the schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby, offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance with all aspects with the specifications and instructions in writing referred to in the 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.

ज्ञापन/MEMORANDUM

(a)	कार्य का विवरण/Description of work	भारतीय रिज़र्व बैंक, जम्मू की स्टाफ कॉलोनी और लीज़ फ्लैट्स में विद्युत संबंधी कार्यों का वार्षिक रखरखाव अनुबंध Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu.
(b)	ई-निविदा का प्रकार/Type of e-tender	Limited (Only for firms empanelled with RBI, Jammu)
(c)	अनुमानित लागत/Estimated Cost	₹7.00 Lakh
(d)	भुगतान का माध्यम/Mode of Payment	Monthly
(e)	बकाया जमाराशि (ईएमडी) Earnest Money Deposit (EMD)	@2% of contract amount to be submitted by the successful tenderer in RBI Jammu A/c No.8714295, IFSC Code : RBIS0JMPA01 (0=Zero)
(f)	अनुबंध अवधि/Contract Period	12 Months (01/04/2024 to 31/03/2025) The quoted rates shall be valid for a period of one year. However, the contract may extended / renewed on annual basis for further period of two years on mutual agreement after reviewing the performance of the contract. Increase or decrease in the contract amount shall be allowed on the basis of formulae given below so as to compensate the contractor for any increase or decrease in the cost of material and labour required for the work included in the scope of this contract: Increase in amount of contract while renewal = VM+VL Thus, revised contract amount while renewal = {V (without GST) + VM+VL} + applicable GST (1) Materials: VM = $10/100 \{0.88V (WI-Wlo)/Wlo\}$ VM = Variation in material cost i.e. increase or decrease in the amount (in ₹) V = Contract amount WI = Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in RBI Bulletin Wlo = All India Wholesale Price Index for all commodities during the month of due date of receipt of the tender as published in RBI Bulletin. (2) Labour: VL = $90/100 \{0.88V (CI-Clo)/Clo\}$ VL = Variation in labour cost i.e. increase or decrease in the amount (in ₹) V = Contract amount CI = Average of All India Consumer Price Index for

		industrial Workers declared by Labour Bureau, Government of India as published in RBI Bulletin during the period under reckoning Wlo = All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in RBI Bulletin during the month of due date of receipt of the tender.
(g)	कार्यनिष्पादन बैंक गारंटी P.B.G	-

2. यदि इस निविदा को स्वीकार कर लिया जाता है तो, मैं/हम इसके साथ संलग्न अनुबंध की शर्तों में विहित नियमों और प्रावधानों (जहां तक वे लागू हो सकते हैं) का पालन करने और उन्हें पूरा करने के लिए सहमत हूँ/हैं, या उसमें चूक करने पर उक्त शर्तों में उल्लिखित राशि जब्त कर ली जाएगी और हम भारतीय रिज़र्व बैंक को उसका भुगतान कर देंगे।

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. हम इस बात से भी सहमत हैं कि हमारी निविदा, **भाग-II निविदा खोलने की तिथि से 90 दिनों तक** बैंक द्वारा स्वीकृति के लिए मान्य रहेगी और इस वैधता अवधि को बैंक और हमारे बीच परस्पर लिखित सहमति के आधार पर बढ़ाया भी जा सकता है। हम प्रतिभूति जमा के लिए बैंक गारंटी को निविदा की वैधता की पूरी अवधि के लिए वैध रखने के लिए भी सहमत हैं।

I/We also agree that our tender will remain valid for acceptance by the Bank for **90 days from the date of opening of Part- I&II** tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

4. मैं/हम समझते हैं कि आप बिना कोई कारण बताए किसी भी या सभी निविदाओं को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं।

I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.

5. निविदा दो भागों में है, भाग-I में सभी वाणिज्यिक नियम और शर्तें, तकनीकी विवरण शामिल हैं और भाग II में बैंक के प्रोफार्मा में केवल मूल्य बोली शामिल है।

The Tender is in two parts, Part I contains all commercial terms and conditions, technical particulars and Part II contains only the price bid in the Bank's proforma.

खंड/Section III

करारनामा / Articles of Agreement

यह करारनामा _____ माह के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, जम्मू (जिसे इसके बाद "नियोक्ता" कहा गया है) और द्वितीय पक्ष _____ (जिसे इसके बाद "संविदाकार" कहा गया है), के बीच निष्पादित किया गया है ।

ARTICLES OF AGREEMENT made on the _____ day of _____ between the Reserve Bank of India, Jammu (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

यह कि नियोक्ता "भारतीय रिज़र्व बैंक, जम्मू की स्टाफ कॉलोनी और लीज़ फ्लैट्स में विद्युत संबंधी कार्यों का वार्षिक रखरखाव अनुबंध" का इच्छुक है ।

WHEREAS the Employer is desirous of **Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu**

और उक्त कार्य में इसके पक्षकारों द्वारा या उनकी ओर से विनिर्देशों और मात्राओं की अनुसूची पर हस्ताक्षर किए गए हैं।

AND WHEREAS the said work inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

और यह कि संविदाकार विषयगत कार्य को यहाँ आगे निर्धारित शर्तों और अनुबंध की विशेष शर्तों और मात्रा-अनुसूची में निर्धारित शर्तों तथा समय-समय पर संशोधित और दोनों पक्षों द्वारा परस्पर सहमत शर्तों (जिन सबको इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा गया है) पर उक्त विनिर्देश में वर्णित और मात्रा-अनुसूची में शामिल कार्यों को निर्धारित संबंधित दरों पर निकली कुल राशि अथवा ऐसी अन्य राशि जो उसके तहत देय होगी (जिसे इसके बाद "उक्त संविदा राशि" कहा गया है), पर निष्पादित करने को सहमत हैं ।

AND WHEREAS, the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the General and Special Conditions of the Contract and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said work and/or described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

A. अब इस बात पर निम्न तरह से सहमति है -

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.	<p>संविदाकार उक्त शर्तों में यथानिर्धारित तरीके और समय पर भुगतान की जाने वाली संविदा राशि के एवज़ में कथित शर्तों पर उक्त ड्राइंग्स में दिखाए गए तथा उक्त ड्राइंग्स में वर्णित और उक्त विनिर्देशों और मात्रा- अनुसूची में वर्णित कार्य को निष्पादित एवं पूर्ण करेगा।</p> <p>In considerations of the said Contract, Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work shown upon the said items and described in the said Specifications and the Schedule of Quantities.</p>
2.	<p>नियोक्ता संविदाकार को उक्त संविदा राशि अथवा ऐसी अन्य राशि जो उक्त शर्तों में यथावर्णित समय और तरीके से देय हो, का भुगतान करेगा ।</p> <p>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.</p>
3.	<p>भारतीय रिज़र्व बैंक कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान करने की व्यवस्था करेगा और अनुबंध के विभिन्न नियमों और शर्तों के कार्यान्वयन का प्रबंधन करेगा। (उपर्युक्त खंड 3 के तहत परिभाषित कार्य के दायरे को छोड़कर)। इस प्रयोजन के लिए कार्य की वृद्धि, निर्माण की गुणवत्ता, सामग्री की गुणवत्ता, परियोजना की प्रगति और पूर्णता आदि के लिए उक्त शर्त में आर्किटेक्ट शब्द से तात्पर्य सहायक महाप्रबंधक (संपदा विभाग) अथवा इस प्रयोजन के लिए सक्षम प्राधिकारी, भारतीय रिज़र्व बैंक द्वारा नामित कोई अन्य व्यक्ति से होगा। जहां तक अनुबंध से संबंधित खंड अर्थात् मध्यस्थता के माध्यम से विवादों के निपटारे से संबंधित खंड के तहत प्रावधान के संचालन का संबंध है 'आर्किटेक्ट' शब्द को उप महाप्रबंधक, संपदा विभाग, भारतीय रिज़र्व बैंक, जम्मू के रूप में पढ़ा जाएगा।</p> <p>The Reserve Bank of India will administer and directly arrange for supervision of works/services, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract. (Except for the scope of work as defined under clause 3 above). For this purpose, the term Architect in the said condition regarding escalation of work, quality of construction, quality of materials, progress & completion of the project etc. shall mean the Assistant General Manager (Estate Department) or any other person designated for the purpose by the Competent Authority, Reserve Bank of India. As far as the operation of the provision under Clause 5.19 of the Contract Viz. Clause relating to settlement of disputes through try arbitration, the term 'Architect' shall be read as Dy. General Manager, Estate Department, Reserve Bank of India, Jammu.</p>
4.	<p>इस अनुबंध के नियम और अनुलग्नक इस करार का हिस्सा पढ़े और समझे जाएंगे और इस करार से जुड़े पक्षकार उनका पालन करेंगे और उक्त शर्तों पर प्रतिबद्ध होंगे तथा</p>

	<p>क्रमशः अपनी ओर से उक्त शर्तों पर करार का निष्पादन करेंगे ।</p> <p>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.</p>
5.	<p>संविदाकार सिविल कार्यों, विद्युत प्रतिष्ठानों, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को उक्त शर्तों में निर्धारित तरीके से करने के लिए हर उचित सुविधा का खर्च वहन करेगा, और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान की भरपाई करेगा।</p> <p>The Contractor shall afford every reasonable facility for carrying out of the Services and all other service related works under this contract in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such services/works.</p>
6.	<p>₹----- (₹----- -----मात्र) के प्रभार में वार्षिक रखरखाव अनुबंध (एएमसी) सेवाओं के कुशल प्रतिपादन के लिए पर्यवेक्षण, जनशक्ति, उपभोज्य और छोटी-छोटी सामग्री (छोटी-छोटी सामग्री का अर्थ है सभी तार, पीवीसी टेप, स्क्रू, नट बोल्ट, वाशर, टी&पी आदि) की लागत शामिल है। हालांकि, नए फिटिंग और फिक्स्चर को बैंक के एसएआर/बाजार दरों पर व्यवस्थित किया जाएगा जब तक कि कार्य के विस्तृत दायरे में अन्यथा न कहा जाए। इस अनुबंध के तहत संविदाकार को भुगतान मासिक आधार पर देय होगा, जो संविदात्मक शर्तों के अनुसार संविदाकार द्वारा श्रमिकों को किए गए भुगतान के बिल/चालान व अन्य संगत प्रमाण प्रस्तुत करने के अधीन होगा। बैंक के अधिकारियों से सेवाओं के संतोषजनक ढंग से प्रदान करने के बारे में विधिवत प्रमाणित होने के बाद भुगतान किया जाएगा और सभी वैधानिक बकाया/करों आदि की कटौती के बाद भुगतान किया जाएगा।</p> <p>The charges of ₹----- (Rupees----- ----- only) cover the cost of supervision, manpower, consumable and minor materials (minor materials means all wires, PVC tapes, screws, nut bolts, washers, T&P etc.) for efficient rendering of the Annual Maintenance Contract (AMC) services. However, new fittings & fixtures shall be arranged at Bank's SARs / market rates unless otherwise stated in detailed scope of work. The payment to the Contractor under this contract shall be payable on Monthly basis subject to submission of bill/invoice, other relevant proof of the payments done to the workers by the Contractor as per the contractual conditions. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily and after deducting all statutory dues / taxes etc.</p>

7.	<p>उपर्युक्त शुल्क स्थायी हैं और पूरी अनुबंध अवधि के लिए श्रम की स्थिति, विनिमय दर में घट-बढ़ या किसी अन्य शर्त (शर्तों) के कारण परिवर्तन के अधीन नहीं हैं।</p> <p>The above charges are firm and not subject to change on account of labour conditions, exchange variations or any other condition(s) whatsoever for entire contract period.</p>
8.	<p>उक्त शुल्कों में बीमा शुल्क और कोई अन्य कर और शुल्क या अन्य लेवी भी शामिल हैं, चाहे वह भविष्य में केंद्र सरकार या राज्य सरकार या जीएसटी सहित किसी भी स्थानीय प्राधिकरण द्वारा जो समय-समय पर लागू हो।</p> <p>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 including GST as applicable time to time.</p>
9.	<p>संविदाकार कार्य के दायरे और अनुबंध के नियमों और शर्तों के अनुसार नियमित आधार पर त्वरित सेवाएं प्रदान करने के लिए जिम्मेदार होगा। दैनिक रखरखाव कार्य से संबंधित शिकायतें 24 घंटे के भीतर प्राप्त की जाएंगी। हालांकि, यदि सेवाओं में कोई कमी जैसे दिन-प्रतिदिन के रखरखाव कार्य से संबंधित शिकायतों को 24 घंटे से अधिक समय तक प्राप्त न करना, तैनात कर्मचारियों की कम संख्या और कार्य के दायरे से संबंधित कोई अन्य कार्य/सेवा आदि इस कार्यालय द्वारा देखी जाती है/देखी जाती है या इस कार्यालय के ध्यान में लाया जाता है, तो सेवाओं में ऐसी कमी के लिए दंडस्वरूप संविदाकार के मासिक बिल से आनुपातिक/उचित राशि काट ली जाएगी। सेवाओं में कमी की बार-बार घटना को अनुबंध के उल्लंघन के रूप में माना जाएगा और अनुबंध को नियोक्ता द्वारा अनुबंध की समाप्ति के खंड 5.16 के तहत समाप्त कर दिया जाएगा।</p> <p>The contractor shall be responsible for providing prompt services on regular basis as per the scope of work and terms and conditions of the contract. The occupant complaints regarding day to day Maintenance work shall be attained within 24 hrs. However, in case any deficiency in services such as non-attaining the complaints related to day to day maintenance work more than 24 hrs, less number of staff deployed and any other task/service related to the scope of work etc., is/are observed by this office or brought into the notice of this office, a proportionate /appropriate amount will be deducted from the monthly bill of the Contractor as penalty for such deficiency in services. The repeated occurrence of deficiency in services shall be treated as a Breach of Contract and the Contract shall be terminated under Clause 5.16 Termination of Contract by the Employer.</p> <p>किसी भी एक उदाहरण पर तैनात कर्मचारियों की कम संख्या के लिए जुर्माना दोहरी दर के आधार पर निकाला जाएगा (अर्थात् ठेकेदार द्वारा उद्धृत श्रम शुल्क के दोगुने को दंड के लिए माना जाएगा और इसे उनके बाद के बिल से काट लिया जाएगा।</p> <p>Penalty for less number of staff deployed at any one instance will be worked out on Dual Rate Basis (i.e. Double of the labour charges quoted by the contractor</p>

	shall be considered for penalty and same shall be deducted from their subsequent bill.
10.	<p>संविदाकार इस करारनामे के मूल पर स्टाम्प ड्यूटी वहन करेगा, जिसे डुप्लिकेट में निष्पादित किया जाएगा और बैंक मूल प्रति धारित करेगा और संविदाकार डुप्लिकेट रखेगा।</p> <p>The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.</p>
11.	<p>संविदाकार उसके द्वारा नियोजित कामगारों को फर्म के लिए लागू वैधानिक न्यूनतम मजदूरी का अनिवार्य भुगतान, कर्मचारी राज्य बीमा (ईएसआई) और कर्मचारी भविष्य निधि (ईपीएफ) का भुगतान सुनिश्चित करेगा, यदि कोई हो ।</p> <p>The contractor shall ensure compulsory payments of Minimum Wages, payments of Employee's State Insurance (ESI) & Employee Provident Fund (EPF) enforceable by law to the workmen employed by him/ her/ them, if applicable to the firm.</p>
12.	<p>संविदाकार मजदूरी भुगतान अधिनियम 1936, न्यूनतम मजदूरी अधिनियम 1948, ठेका श्रम (विनियमन और उन्मूलन) अधिनियम 1970 या इस संबंध में लागू किसी अन्य श्रम कानून/संविधि के किसी प्रावधान के उल्लंघन से बैंक को होने वाले नुकसानों और दावों, क्षतियों अथवा मुआवजों हेतु क्षतिपूर्ति करेगा और क्षतिपूरित रखेगा। इस संबंध में यदि कोई देयता बनती है तो उसके लिए संविदाकार ही जिम्मेदार होगा ।</p> <p>The contractor shall indemnify and keep indemnified the Reserve Bank of India 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.</p>
13.	<p>इस संविदा के सभी भागों को संविदाकार द्वारा पूर्णतया पढ़ और समझ लिया गया है ।</p> <p>The several parts of this contract have been read by the contractor and fully understood by the contractor.</p>
14.	<p>संविदाकार प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ प्रणाली/ उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकार करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो । संविदाकार नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी</p>

	<p>व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा न ही उसका खुलासा करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकार द्वारा नियोक्ता को क्षतिपूर्ति किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकार के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दें।</p> <p>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 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.</p> <p>संविदाकार अपने कर्मचारियों के संबंध में सभी उपयुक्त कार्रवाई करेगा तथा सुनिश्चित करेगा कि इस करार के अंतर्गत गोपनीय सूचना के गैर-प्रकटीकरण के दायित्व का पूर्णतःपालन हो रहा हो ।</p> <p>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.</p> <p>अप्रकणीकरण और गोपनीयता संबंधी संविदाकार की बाध्यता इस करार की समाप्ति या निरस्तीकरण चाहे जिस वजह से हो, के उपरांत भी रहेगी ।</p> <p>The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
15.	<p>इस अनुबंध के अधीन बैंक द्वारा किए जाने वाले सभी भुगतान जम्मू में ही किए जाएंगे।</p> <p>All payments by the Employer under this Contract will be made only at Jammu.</p>
16.	<p>यह अनुबंध न तो एक निश्चित / एकमुश्त अनुबंध है और न ही एक पीस वर्क अनुबंध है, बल्कि "भारतीय रिज़र्व बैंक, जम्मू की स्टाफ कॉलोनी और लीज़ फ्लैट्स में विद्युत संबंधी कार्यों का वार्षिक रखरखाव अनुबंध" कार्य को पूरा करने के लिए एक अनुबंध है, जिसका भुगतान दरों की अनुसूची में निहित दरों पर मापी गई वास्तविक मात्रा और</p>

	<p>संभावित मात्रा या उक्त शर्तों में विहित रीति के अनुसार किया जाएगा।</p> <p>This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect of the work of "Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu" to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.</p>
17.	<p>यहां उल्लिखित करार और दस्तावेज इस अनुबंध का आधार होंगे।</p> <p>The agreement and documents mentioned herein shall form the basis of this Contract.</p>
18.	<p>इस अनुबंध से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को जम्मू में उत्पन्न माना जाएगा और इसे निर्धारित करने के लिए केवल जम्मू के न्यायालयों का अधिकार क्षेत्र होगा।</p> <p>All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jammu and only Courts in Jammu shall have jurisdiction to determine the same.</p>

B. संविदाकार द्वारा प्रदान की जाने वाली सेवाएं/Services To be Rendered by the Contractor:

संविदाकार/The contractor shall:

- संविदाकार यह सुनिश्चित करेगा कि कार्यों को करने के लिए प्रशिक्षित और सक्षम व्यक्ति/श्रमिक (कुशल/अर्ध-कुशल) को तैनात किया जाए जो साथ ही वे शारीरिक रूप से स्वस्थ हों और किसी भी पुरानी या संक्रामक बीमारियों से पीड़ित नहीं हों।

Ensure that he deploys trained and competent persons/workers (skilled/semi-skilled) who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- इस करार के तहत बैंक/नियोक्ता को अपेक्षित सेवाएं प्रदान करने के लिए संविदाकार अपने नियोजित व्यक्तियों को वेतन, वैधानिक न्यूनतम मजदूरी और अन्य कानूनी बकायों के भुगतान के लिए जवाबदेह 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.
- संविदाकार यह सुनिश्चित करेगा कि बैंक को अपेक्षित सेवाएं प्रदान करने हेतु उसके द्वारा नियोजित सभी लोगों का भारत सरकार द्वारा मान्यता प्राप्त बीमा कंपनियों से बीमा हुआ हो।

संविदाकार किसी भी व्यक्ति, पशु या किसी भी अन्य वस्तुओं को हुई क्षति और नुकसान हेतु जिम्मेदार होगा।

Ensure that all persons employed by him, for the purpose of 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.

- संविदाकार यह सुनिश्चित करेगा कि उसके कर्मचारी बैंक-परिसर में अथवा अपने दायित्वों का निर्वहन करते समय बैंक या उसके अधिकृत एजेंटों द्वारा निर्धारित स्वच्छता, सज्जा, सुरक्षा, संरक्षा, सद्व्यवहार और सामान्य अनुशासन के मानकों का पालन करें। संविदाकार तथा/अथवा उसके कर्मचारियों ने उक्त मानकों का पालन किया है या नहीं, इसके निर्णय का एकमात्र अधिकार बैंक को है।

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 behaviour 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.

- संविदाकार व्यक्तिगत तौर पर पर्यवेक्षण करेगा अथवा विशेष रूप से पर्याप्त पर्यवेक्षी कर्मियों को नियोजित करेगा, जिनका काम यह निगरानी करना होगा कि उसके कर्मचारियों द्वारा बैंक की संतुष्टि- स्तर की सेवाएं प्रदान की जा रही हैं।

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.

- संविदाकार यह सुनिश्चित करेगा कि जब तक अनुबंध से जुड़े दायित्वों को पूरा करने हेतु अत्यंत आवश्यक न हो, उसका कोई भी कर्मचारी निर्दिष्ट समय सीमा के बाद बैंक-परिसर में न तो प्रवेश करेगा और न ही रहेगा।

Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.

- संविदाकार बैंक या उसके परिसर या उसके किसी हिस्से को या उसके किसी फिक्स्चर या फिटिंग या बैंक की किसी भी संपत्ति को और उसमें संविदाकार या उसके कर्मचारियों या एजेंटों के किसी भी कार्य, चूक या लापरवाही से होने वाले किसी भी नुकसान हेतु जिम्मेदार होगा।

Be liable for any damage caused to the Bank's or its premises or any part thereof 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.

- संविदाकार बैंक-परिसर में संदर्भित कार्य करने वाले कर्मचारियों या एजेंटों को ड्रेस कोड/पहचान पत्र जारी करेगा। बैंक-परिसर में कार्य करते समय सभी कर्मचारियों और एजेंटों को हर समय ड्रेस कोड/पहचान पत्र धारण करना होगा।

Supply dress code & identity cards to his/ her employees or agents who shall be doing the subject job at the Bank's Premises. All the employees and agents should wear proper dress code & the identity card for all the timeswhile they are working in the Bank's premises.

- **C. करार की समाप्ति/Termination of Agreement:**

1. यहां ऊपर निहित पूर्वागृह के बैंक अपने एकमात्र और पूर्ण विवेक पर बिना कोई कारण बताए और बिना किसी मुआवजे के लिखित नोटिस द्वारा इस करार को समाप्त करने का हकदार होगा, यदि

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

- a) बैंक की राय में (जो संविदाकार द्वारा विचाराधीन नहीं कहा जाएगा और संविदाकार पर बाध्यकारी होगा), संविदाकार इस करार को बैंक के संतोष के लिए असफल रहता है या मना करता है और/या
In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and / or
- b) संविदाकार इस समझौते के किसी भी नियम और शर्तों का उल्लंघन करता है और/या
The contractor commits a breach of any terms and conditions of this agreement and/ or
- c) यदि संविदाकार किसी भी कारण से इस करार के तहत अपने दायित्वों को पूरा करने के लिए कानून में अपात्र हो जाता है और/या
For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
- d) यदि बैंक के लिखित में पूर्व अनुमोदन के बिना संविदाकार स्वामित्व/साझेदारी या प्रबंधन अथवा उसके व्यवसाय में कोई परिवर्तन करता 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.

2. किसी भी कारणवश अनुबंध समाप्त होने की स्थिति में संविदाकार या उसके द्वारा तैनात व्यक्ति या एजेंट बैंक से किसी मुआवजे, हर्जाने या अन्य रूप में किसी भी राशि या राशियों को प्राप्त करने के 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.

<p>साक्षियों की उपस्थिति में नियोक्ता और संविदाकार ने ऊपर प्रारंभ में लिखित दिन और वर्ष पर इन दस्तावेजों और उनकी दो डुप्लीकेट प्रतियों पर हस्ताक्षर किए</p> <p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</p>	<p>यदि संविदाकार एक साझेदारी फर्म अथवा एक व्यक्ति है ।</p> <p>If the contractor is a partnership or an individual.</p>
<p>साक्षियों की उपस्थिति में नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से तथा संविदाकार ने अपनी आम मुहर लगाकर इन दस्तावेजों और उनकी दो डुप्लीकेट प्रतियों पर ऊपर प्रारंभ में लिखित दिन और वर्ष पर हस्ताक्षर करके उन्हें निष्पादित किया ।</p> <p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>	<p>यदि संविदाकार एक कंपनी है।</p> <p>If the contractor is a company.</p>
<p>हस्ताक्षर खंड/ <u>Signature Clause:</u></p>	
<p>भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द</p> <p>SIGNED AND DELIVERED by the Reserve Bank of India, Jammu</p>	
<p>(नाम एवं पदनाम/ <i>Name and designation</i>)</p>	

साक्षी/Witness
(1)
पता/Address:
(2)
पता/Address:
यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो/ If the party is partnership firm or an individual:
(नाम एवं पदनाम/ <i>Name and designation</i>)
की उपस्थिति में/In the presence of
(1)
पता/Address:
(2)
पता/Address:

Section IV

General Instructions to Contractors and General Conditions of the Contract

(To be read in relevance to e-tendering process only)

1. Issue and Submission of Tender:

Participation in this tender will be allowed to empanelled contractors in respective category & who have experience in related trades like Electrical works including electrical repair works and maintenance works. Tender for “**Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu**” as the case may be shall be uploaded through MSTC website strictly in accordance to the procedures prescribed in Section-I of this document & will be remain open to the tenderer for participation before **1400 Hrs on February 23, 2024** under any circumstances whatsoever.

2. Part I – Technical & Commercial:

a. Part-I shall contain the unpriced tender consisting of scope of works as specified, specifications of an item of works, documents and commercial terms and conditions etc. Earnest Money shall be submitted through NEFT only.

b. Part-I of the tender as submitted shall contain the following and to be deposited in the RBI, Estate Department, Jammu Office unless otherwise stated separately in this document:

- (i) Earnest Money Deposit (EMD) shall be deposited by successful bidder through NEFT only in favour of Reserve Bank of India, Jammu in the Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero).
- (ii) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.
- (iii) List of deviations, if any, in commercial terms and conditions.
- (iv) List of deviation, if any, in technical specification.
- (v) Any other technical information the tenderer wishes to furnish.
- (vi) Performance Guarantee as stated in the ‘Memorandum’

c. The Tenderers are advised to visit the site and get acquaint themselves of the site conditions before tendering.

d. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

e. All information, correspondence letters shall be submitted in duplicate and addressed to **The Regional Director, Regional Director, Estate Department, Reserve Bank of India, Jammu.**

3. Part II – Price:

- (a) This part shall contain prices in Indian Rupees only and shall be opened through online after due fulfilment of condition as per Part-I tender. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) Rates should be quoted in Indian Rupees only. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- (c) The rates quoted shall be based on the Part-II of tender and shall be firm and binding without any **Escalation** whatsoever till the entire Contract period of **one year**.
- (d) For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in the original and duplicate, the lower of the two rates will be considered for arriving at the total amount for that item.

4. Pre-Bid Meeting:

Since, this is routine type maintenance/services. Therefore, pre-bid meeting is not required.

5. Opening of Tender:

As per the process prescribed for opening of e-tendering in Section-I.

6. Broad Scope of Work:

The specifications mentioned in this Contract are final & binding to the Contractor to perform the work under this contract. However, unless otherwise stated, the specifications, methodology for execution of any items of work etc. as given by relevant IS will form the guide & shall be binding on the Contractor to execute the work accordingly under this contract.

7. The scope of services to be rendered under the contract shall broadly include the following items of work and rate shall include:-

1. In addition to the day to day maintenance of electrical works of the entire staff colony, it is also necessary to attend all the complaints within 24 hrs receive individually from the occupants /residents of the colony to avoid any inconvenience to the occupants.
2. Reporting faults to the respective manufacturers/firms who are maintaining other equipments like, pumps, water purifiers, Gym equipment, 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.
3. Liaison with local authorities of electric supply, water supply etc. for reporting failures. The entire work shall be carried out as per the specification as mentioned in the tender scope of work and as directed by the Engineer in-charge of the Bank's.

8. The rate quoted in BOQ shall includes

1. Wires, PVC tape, screws, nut, bolts, thimbles, washers, etc. for electrical work etc including the cost of tools & plants, etc. including all mention above in broad scope of work.
2. Contractor shall provide all safety equipment's to the workers and all workers shall be present in proper dress code with I-cards during performance of work at site.
3. Cost of day to day conveyance/ transportation, communication shall be included in the rate.
4. Consumables like tapes, nuts, bolts, glands/thimbles, lead wires etc.

9. Payment to worker: Payment of the bills will be made monthly basis as per actual deployment (subject to periodic verification by the Bank) and the firms/contractors are advised to submit proof of deployment by way of attendance registers and proof of payment

to ensure payment of minimum wages (Central Minimum Wages) along with the bill. The firms/contractor should credit the wages directly to the bank account of their staff deployed up to 7th of every month and submit monthly bank statement showing payment of wages to the staff deployed. Necessary statutory payments, in this respect, should be ensured by the contractor. The payment will be made against the printed bill which should be properly signed by authorised signatory with proper stamp as used by the Contractor. The bill shall, for this purpose reach this office on or before 3rd of each month. The Bill will be settled on actual services provided and not on notional basis. The quality, accepted rates, specifications, timeliness or otherwise of completion of a job, penalty for delayed completion of the work done, etc. shall be certified by the Bank's representative. Upon due certification only, the bill shall be processed for making payments.

The increment in the salary of workers will be given as per the prevailing market rates /minimum wages as indicated in the tender documents.

Penalty and compensation of extra works indicated in the scope of the work.

Payment: Monthly payment will be made on production of documentary evidence such as Bank statement of employee and on certification from technical officer.

10. Validity of Tender:

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

11. Lowest Tender Not Necessarily To Be Accepted

The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve 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. The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

12. Earnest Money Deposit (EMD) during contract period:

- a) Earnest Money Deposit @2% of the total contract amount will be collected from successful bidder and shall be remitted to Bank Account of Reserve Bank of India.
- b) Under no circumstances, Earnest money deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or Cheque/DD etc.
- c) The Earnest Money Deposit @2% of the total contract amount will be collected from successful bidder, deposited through NEFT in RBI Jammu, Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero) as Security Deposit (SD) for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit. The security deposit shall be valid for the entire contract period.
- d) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so

permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

13. Terms of Payment

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

- a) **The contractor shall ensure compulsory payments of Minimum Wages**, payments of Employee's State Insurance (ESI) & Employee Provident Fund (EPF) enforceable by law to the workmen employed by him/ her/ them, if applicable to the firm. **The payment of Minimum Wages is mandatory to all contractors under this Contract.**
- b) **It is mandatory for all the Contractors to have GST registration.**
- c) Payment shall be made on monthly basis after receipt of bill from the contractor along with Bank Account statement showing credit of payment to the worker(s) Bank accounts as per the terms and conditions of the contract & as per extant labour act(s) /law(s).
- d) The payment for additional material consumed for performance of work at site shall be made as per the Banks SAR and as per Market rate for non-SAR items. The contractor bill shall include a statement for additional material consumed during the month in prescribed Performa mentioning the complaint No., location, and name of fitting(s) and occupant's & caretaker signatures after successfully completing the work. Performa for above statement and all other services shall be decided by the Bank and be issued to the Contractor by the Bank.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract. However, in case any deficiency in services such as less number of staff deployed and any other task/service related to the scope of work etc., is observed or brought to notice of the office, a proportionate /appropriate amount from the monthly bill of contractor will be deducted as penalty for deficiency in services. Penalty for less number of staff deployed will be worked out on **dual rate basis** i.e. double of the labour rate as per minimum wages(current) at any point of time shall be considered for penalty and in any case, it will not be refunded to the contractor, in future. The quantum of penalty decided by RBI will be final.

14. Taxes

The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, **GST** etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, claim thereof will be entertained by the Bank afterwards, if changes made by the statutory institutions. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor. **However, the prices quoted shall be including GST as applicable from time to time from G.O.I.**

14. Insurance

The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The contractor shall 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 contractors all risk policy shall be minimum **₹2.00** lakh per person for any one accident or occurrence and **₹5.00** lakh in respect of damage to property for any one accident or occurrence.

Note: These policies shall be submitted before start of the work by the contractor at his own cost and shall be valid till the completion of the work.

15. Signing of Contract Agreement:

- (a) The General instructions to the tenderers and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- (b) The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. The Contractor shall be acquainted himself/themselves to each page of the tender documents and having acquainted in the general conditions of contract, Technical specifications, etc.
- (c) On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within **Seven days** thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
- (d) 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.
- (e) 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/Deputy General Manager, Estate Department of the Bank or any other representatives nominated by the Employer, to serve a notice in writing on the Contractor, rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer without prejudice to his other remedies against the Contractor.

16. Language

The Tender including all documents etc. shall be in English or in Hindi.

17. Right to Accept Part Tender

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

18. Other Issues

The Contractor shall carry out all the work strictly in accordance with the details of the tender documents and instructions of the Bank's Engineer. The Tenderer shall have to use materials of the makes/manufacturers specified in the list of material of approved brand and /or manufacturer contained in this tender form.

19. The tenderer must obtain for himself on his own responsibility and at his own expense, 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. The Employer's decision in such cases shall be final and shall not be open to arbitration.

20. The rates quoted in the tender shall include all charges unless otherwise specified separately.

21. The successful tenderer is bound to carry out all the works based on SARs/market rate /DSR (i.e. for electrical works) of the Bank.

22. Prevention of Sexual Harassment of women at work place

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013

- a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

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

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

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

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

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Non-Disclosure:

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

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderer and special conditions.

Place

Signature of Contractor

Date

Name & address of Firm

SAFETY MEASURES

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place by the Contractors.
2. The contractor shall provide necessary facemasks, gloves and other necessary protective coverings to their workers if advised by the government to contain spread of COVID-19.
3. An injured person shall be taken to a public hospital without loss of time by the Contractor, in cases where the injury necessitates hospitalisation.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
5. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials (such as asphalt, cement, mortar or concrete, lime mortar, cleaning materials, paints & primer etc.) shall be provided with protective footwear, rubber hand-gloves, etc.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. All the workers shall wear helmet & safety belts while working at site.
13. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
15. This is an occupied premises and access to site will be provided based on convenience of the Bank.

Place

Signature of Contractor

Date

Name & address of Firm

FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- vii. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- viii. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- ix. None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- x. None of the fire extinguishers shall be removed/shifted from its designated location.
- xi. Power supply shall be switched off from the mains when equipment is not in use.
- xii. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place

Signature of Contractor

Date

Name & address of Firm

Section V

The Conditions Hereinafter Referred To

<u>1</u>	<u>Interpretation of Clause:</u>
	In construing these conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
	<p>(a) Employer: Shall mean The Reserve Bank of India and shall include its assignees and successors,</p> <p>(b) Contractor</p> <p>In the case of a Contractor shall mean _____ partnership _____ and firm: _____ trading as partners in the name and style of _____ _____ and having a place of business at _____ _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.</p> <p>In the case of Contractor shall mean _____ individual: _____ trading in the name and style of _____ _____ and shall include his heirs, successors and legal representatives.</p> <p>In the case of Contractor shall mean _____ company: _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assignees.</p> <p>(c) Site: Shall mean the site of the contract works Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu and any other land (inclusively) as aforesaid allotted by the Employer for the</p>

	<p>Contractor's use under this contract.</p> <p>(d) This Contract: Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specification attached hereto and duly signed and other letters or communications</p> <p>(e) Notice in writing: Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last know private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.</p> <p>(f) Act of Insolvency: Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.</p> <p>(g) Net Prices: If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.</p> <p>(h) Works: "Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu" as provided herein.</p>
	Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa, where the context requires.
<u>2</u>	<u>Scope of Contract:</u>
	The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instructions, detailed directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:
<u>2a</u>	The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.

<u>2b</u>	Any discrepancy in the Schedule of Quantities and/or specification.
<u>2c</u>	The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
<u>2d</u>	The removal and/or re-execution of any works executed by the Contractor.
<u>2e</u>	The dismissal from the works of any persons employed thereupon.
<u>2f</u>	The opening up for inspection of any work covered up.
<u>2g</u>	The amending and making good of any defects under clause thereof.
<u>3.</u>	<u>Schedule of Quantities & Agreement</u>
	The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Specifications to the Bank.
<u>4.</u>	<u>Contract to Provide everything necessary at his/her cost:</u>
	The contractor shall provide at his cost everything necessary for the proper execution of the work accordingly to the intent and meaning of the schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the schedule of quantities and the specifications, he/she immediately and in writing refer same to the Bank who shall decide which is to be followed.
<u>5.</u>	<u>Authorities, Notices and Patents</u>
	<p>i. The Contractor shall confirm to the provision of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Specifications that may be necessitated by so conforming give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause thereof.</p> <p>ii. The Contract shall bring to the attention of the Bank all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p> <p>iii. The contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.</p>
<u>6.</u>	<u>Materials and workmanship to conform the descriptions</u>

	<p>All materials and workmanship shall so far as procurable be of the respective kinds described in the SARs (electrical items) and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.</p>
<u>7.</u>	<u>Dismissal of workmen:</u>
	<p>The Contractor shall on instructions of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Employer.</p>
<u>8.</u>	<u>Access to works:</u>
	<p>The Employer, and their respective representative shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.</p>
<u>9.</u>	<u>Bank's Engineer</u>
	<p>The term "Bank's Engineer" shall mean the person / Engineer appointed and paid by the Employer and acting under the orders of the Employer to inspect the works, the Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Bank's Engineer have power to set out works or to revoke, alter enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.</p> <p>The Bank's Engineer or any other representative of the Employer shall have power to give notice to the Contractor or to his representative for the non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bank obtained. The work will from time to time be examined by the Bank, the Bank's Engineer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.</p>
<u>10.</u>	<u>Assignment and Sub - letting:</u>
	<p>The whole of the works included in the contract shall be executed by the Contractor and the Contractor or any part/share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence</p>

	<p>of the works during their progress.</p> <p>No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.</p>
<u>11.</u>	<u>Sufficiency of Schedule of Quantities</u>
	<p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.</p>
<u>12.</u>	<u>Defects during Contract Period</u>
	<p>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.</p>
<u>13.</u>	<u>Insurance in respect of damage to person and property</u>

- i. 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.
- ii. 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.
- ii. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.
- v. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.
- v. 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.
<u>14.</u>	<u>Failure by Contractor to comply with Employer's instructions</u>
	If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.
<u>15.</u>	<u>Termination of Contract by the Employer</u>
	<p>If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.</p> <p>Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,</p> <p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,</p> <p>Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,</p> <p>Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,</p> <p>Or if the Employer determine that the Contractor</p> <ul style="list-style-type: none"> (i) has abandoned the Contract, or (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the

	<p>Contractor requiring the Contractor to observe or perform the same.</p> <p>Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven day's notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.</p>
16.	<u>Termination of Contract by Contractor</u>
	<p>i. If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.</p> <p>ii. In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.</p>
17.	<u>Matters to be finally determined by Employer</u>
	<p>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</p>

	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.
<u>18.</u>	<u>Matters to be finally determined by Employer</u>
	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.
<u>19.</u>	<u>Settlement of Disputes by try Arbitration:</u>
	<p>All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the work or whether before or within 12 months of the determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed & the reason thereto, and settled by the Architect, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Architect with respect to any of the except matters shall be final and without appeal as stated in the clause 18 hereof. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on any matter, question or disputes of any kind of the excepted matter or as to the withholding by the Architect of any certificate to which the contractor may claim to be entitled, then and in any such case either party (The Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details & amount which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by the both the parties.</p> <p>If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.</p> <p>The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.</p>

	<p>The arbitrator or arbitrators, as the case may be, shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement or compromise thereof, with the arbitrator or the arbitrators as the case may be.</p> <p>This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1996 or any statutory modification thereof.</p> <p>The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that that the Contractor shall not delay the carrying out the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall until the decision of the arbitrator or arbitrators as the case may be, is given abide by the decision of the Architect and no award of the arbitrator or arbitrators, as the case may be, shall relieve the contractor of his obligations to adhere strictly to the Architect instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.</p>
<u>20.</u>	<u>Employer entitled to recover compensation paid to workmen</u>
	<p>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.</p>
<u>21.</u>	<u>Right of Employer to terminate Contract in the event of death of Contractor, if individual</u>
	<p>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.</p>
<u>22.</u>	<u>Marginal Notes</u>
	<p>The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.</p>

<u>23.</u>	While taking up the work, the contractor shall ensure that least disturbance is caused to the occupants/visitors. The contractor may please note that the availability of space of work will depend upon different factors and they may not able to get all the areas/flats at a stretch. The work has to be carried out in different areas / flats according to the availability of area and the rates quoted shall be valid for the same.
<u>24.</u>	All the debris accumulated by the works shall be removed from the premises on a weekly basis and the premises shall be kept clean.
<u>25.</u>	<u>EPF and ESI:</u>
	The contractor shall ensure that he is registered with EPFO and should abide with the rules and regulations issued by EPFO and ESI; payments of Employee's State Insurance (ESI) & Employee Provident Fund (EPF) enforceable by law to the workmen employed by him/ her/ them, if applicable to the firm.

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderers

Place

Signature of Contractor

Date

Name & address of Firm

Section VII

Detailed Scope of Works

Scope of work-Annual Maintenance Contract (AMC):

- i. The contractor shall depute one wireman and one helper from 9:30 AM to 5:30 PM for day to day maintenance of Electrical installations, substation, general maintenance of DG Set (40kVA (Staff Colony) and 15 KVA (at RD Residence) at Bank's Staff quarters at Sector-9, Trikuta Nagar & leased flats location in Gandhi Nagar, Trikuta Nagar, Channi Himmat, Nanak Nagar and adjoining area as per Bank's policy. It is labour contract and material /item used in the maintenance will be provided by the Bank.
- ii. Wireman and helper should report to Office/Caretaker's Office and carry out work as per instructions given by Bank's Engineer.
- iii. In absence of regular wireman/helper, contractor shall depute substitute staff. Penalty as mentioned below will be deducted if suitable arrangements are not made in absence of regular staff.
- iv. Necessary tools and testing instruments such as tong tester/multi meter, insulation tape, necessary wrench/goti/panna/cutter/drill machine, plier, cutter screw drivers, spanner set blowers, drill machine, megger, earth tester, hand globe pipe wrench shall be provided by the contractor. No extra payment will be made for the same. Complete tool kit should be arranged by the contractor for attending to the break down and preventive maintenance of electrical installation. Contractor should also arrange ladders and other necessary equipment's required to carry out day to day maintenance work.
- v. Attending to complaints /maintenance work of electrical installation of the colony and leased flats (list attached), staircase lighting, street /compound lighting and all other places as per requirement including replacement of fused tubes/bulbs defective fixtures/accessories, wiring /cabling etc.
- vi. To carry out all types of routine maintenance on half yearly basis work such as checking /cleaning tightening of all electrical accessories, and switch gears at Pump House and common area in colony such as stair case etc.
- vii. The complaints of urgent nature (breakdown of street light during night hours/failure of DG Set/ leakage of current/failure of water motor pump/emergency lights/ failure of power in RD Residence, staff colony and leased flats) may be attended on urgent basis even during odd hours i.e. beyond 5:30 PM till 9:30 AM whose separate register must be maintained by the contractor and charges for the same may be charged separately from the Bank. Contractor must ensure that no failure will be entertained in this regard.
- viii. One day weekly off may be taken on Sunday to wireman and helper and as advised by Bank's engineer but in case of emergency and urgent nature of work, the wireman and helper must report to attend the complaint and no lacuna in this regard will be acceptable. The compensation will be Rs.300/- per visit for wireman and Rs.200/- for helper on Sunday (non-working day) per complaint and in case of failure and not attending the complaint penalty will be applicable as per tender conditions.
- ix. Cleaning of fans/tube light/exhaust fan and other electrical appliances in THH and common areas including Gymnasium must be carried out on quarterly basis.
- x. The wireman should monitor the water level in radiator, diesel level in the tank, arrangement for procurement of diesel as per requirement. (Carting charges will be paid extra). Also filling of diesel in DG Set (15.0 kVA) at RD Residence and periodic checking of the same and Liaisoning with other agencies deployed for maintenance work.

- xi. On failure of power, wireman shall lodge complaint with PDD and take necessary Liaisoning with the competent authority.
- xii. For any additional work such as modification in existing supply or any new work as directed by the Bank's Engineer, contractor must not charge labour charges if work carried out by the helper attached with the contract. In case, additional wireman or helper is required for the work or same helper is utilized for the work in non-working day, then labour charges can be claimed by the contractor.

There are approximately 90-95 leased Flats in Jammu city.

- **Penalty Clause:**

(a) Dual Deduction @ ₹709/- per day for Plumber and @ ₹628/- per day for helper (or applicable minimum wages at the time) will be recovered from the monthly bill, if they found absent during their duty working time period. It shall be the responsibility of the successful contractor to make the alternate arrangement of the worker, if any of the worker/s executing the work is absent. The attendance of the supervisor and gardeners will be recorded by the Caretakers of the respective premises.

(b) Supply dress code which includes everything from top to bottom of good quality {such as shirts, trousers, belts, safety shoes, shocks, jackets (in winters) having the firm name on the shirt & jackets in winter season etc. or extra as advised by the Bank} – Two sets annually & identity cards to his/ her employees or agents who shall be doing the subject job at the Bank's Premises. All the employees and agents should wear proper dress code & the identity card for all the times while they are working in the Bank's. The firm should provide these uniforms within **30 days** from the date of issue of work order, failing which ₹500/- per week will be deducted from the firm's monthly bill till the time of issue of uniforms to the plumber and helper.

(c) In case of complaint or lack in maintenance of electrical work in colony or Office premises, a maximum of 1week time will be given for rectification of the work, failing which Rs.200/- per week will be deducted from the firm's monthly bill till the time of rectification of the complaint.

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

The Regional Director
Estate Department
Reserve Bank of India
JAMMU

Dear Sir / Madam,

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnishable to you by Messrs _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for “**Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu**” as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated ____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from

the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____(INR _____only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

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

BRANCH MANAGER
(Banker's Seal)

Address _____

Declaration of debarment

(To be submitted by the tenderer on their letterhead)

Name of Work: Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu

1. I/We (Name of the bidder) declares that:

a) I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution/ entity in India or any other country as on (last date of submission of bid).

b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on (last date of submission of bid).

c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I/We (Name of the bidder) declare that I/we or our allied firm* (Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by (Name and address of public institution in India or any other country) and the same effective upto (date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

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

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



**Reserve Bank of India
Estate Department
Jammu**

ई-निविदा सं / E-tender No.: RBI/Jammu Regional office/Estate/10/23-24/ET/477

TENDER FOR

Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu

PART-II Price Bid

Name of Tenderer:

Address:

.....

Last Date of Submission of Tender: February 23, 2024 up to 02:00 PM

Date of opening of Part-I: February 23, 2024 from 03:00PM onwards

Preamble to Part-II tender & Bill of Quantities (BOQ)

Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu

i.	Contractors are advised to visit the site to understand the scope of work before quoting their rates. They may also like to visit the Estate Department on any working day to clear their doubts, if any, related to captioned work.
ii.	The rates shall be valid for 90 days from the date of opening of Part- II.
iii.	The rates shall be inclusive of necessary Material required like small wires, PVC tape, nails, screws, nut, bolts, necessary tools etc. for day-to-day electrical maintenance which will be supplied by the contractor. However, the cost of the other major materials shall be paid separately on the basis of Market rate by the Bank.
iv.	All the debris generated shall be removed out of the Bank's premises on regular basis. No extra shall be paid for any leads & lifts on this account.
v.	The rates are inclusive for attending complaints at all height, floors, level and contractor has to make his own arrangement for ladder /scaffolding etc. as per requirement of the work.
vi.	The rates shall inclusive of transportations charges for plumber and helper and all State / Central Government Taxes, GST, Work contract tax, Levies etc. and claim shall be entertained due to change in tax structure in future.
vii.	The payment of bills will be made on monthly basis after certification by caretaker / AM (security)/JE (Electrical) that all complaints have been attended satisfactorily by the plumber. As per tender clause of penalty shall be deducted from the bill for absence of the Plumber & helper.
viii.	Part II /Financial Bid will be evaluated on the basis of total cost of the contract. Lowest among the tenderers will be called L1 tenderer. Bank may ask justification/details of the quoted price. However, tenders which are not in consonance with Minimum Wages Act under section A of part-II of the tender or any other Labour laws will be treated as invalid.” (The minimum wages as per Government of India, for employment in construction and maintenance w.e.f. October 01, 2023 is ₹709/- for semi-skilled and ₹628/- for helper per day which may be considered during estimation. These rates are subject to revision as per order of Ministry of Labour & Employment, GOI.). The Bank may consider the revision of labour component based on minimum wages revision from time to time.

Bill of Quantities (BOQ) / Schedule of Quantities (SOT)

Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu

Item No.	Description	Quantities	Unit	Rate ₹	Amount ₹
1	<u>Annual Maintenance Contract of Electrical Maintenance in Staff colony and leased flats at RBI, Jammu</u> (i). Making available services of one experienced semi-skilled Electrician along with one helper with complete required tools, equipment's, etc., required for carrying out the said work on all week days (except one weekly-off, day will be decided by Bank's Engineer) from 9:00 AM to 5:30 PM (including 30 minutes lunch break) for attending all kinds of electrical complaints, liaisoning with state authorities (state electricity board etc.), preventive maintenance of electrical equipment's, satisfying all statutory norms etc. as mentioned above in details in the tender documents.	12 Months	Per month		
A	Total Amount per Annum in ₹(in figures)				
B	Total Amount per Annum in ₹(in words)				

Place:

Signature of Contractor with Seal

Date: