



दिनांक : 11 अप्रैल 2016

**बीएमओपी, बैंक रोड में स्थित वरिष्ठ अधिकारी आवास तथा लोहियानगर में स्थित अधिकारी क्वार्टर में दिए गए
डायरेक्ट लाइन तथा ईपीएबीएक्स एक्सटेंशन लाइन की व्यापक वार्षिक रख-रखाव संविदा**

पात्र ठेकेदारों/ फ़र्मों से रु. 3.36 लाख तक की अनुमानित लागत वाले [शीर्षकित कार्य](#) के लिए [सीलबंद निविदाएँ](#) आमंत्रित हैं। निविदा दस्तावेज़ों की बिक्री और उन्हें डाउनलोड करने की अंतिम तारीख को बढ़ाकर 20 अप्रैल 2016 कर दिया गया है। पूर्ण विवरण और निविदा फॉर्म डाउनलोड करने के लिए, कृपया संलग्नक देखें।

श्री एम.के. वर्मा
क्षेत्रीय निदेशक
(बिहार एवं झारखंड)

Provisional dates :

1.	Date of website notification and uploading of tender documents	11.04.2016
2.	Date of publication of press notice in newspapers	11.04.2016
3.	Last date of sale of tenders or downloading of tenders	20.04.2016 (up to 5 PM for sale of tenders)
4.	Last date and time of submission of pre-qualification criteria for downloaded tender(in separate sealed covers)	20.04.2016 (up to 5 PM)
5.	Date and time of opening of sealed covers for confirming eligibility for downloaded tenders.	25.04.2016 (at 11 AM)
6.	Last date of advising clarifications to the intending firms	26.04.2016
7.	Date and time of Pre-bid meeting	28.04.2016 (at 11 AM)
8.	Last date and time of receipt of completed sealed tenders (15 days after last date of sale/download of tenders)	05.05.2016 (up to 2 PM)
9.	Date and time of opening of applications	05.05.2016 (at 3.30 PM)



Reserve Bank of India
Estate Department
PATNA-800001

PART I

Name of work: COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES
PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK
ROAD AND OFFICER'S QUARTER AT LOHIA NAGAR PATNA

Issued to: _____

Last date for submission of Tender: upto 2.00 P.M. on May 05, 2016

**RESERVE BANK OF INDIA
Estate Department
PATNA**

TENDER NOTICE

1. Sealed tenders in two parts (in duplicate) are invited for "**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA**"
2. Only those contractors who have minimum 5 years of experience in the field of undertaking similar type of work (ie. **ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES**) and have executed successfully (a) Three works each costing not less than the amount equal to 40% of the estimated cost or (b) Two works each costing not less than the amount equal to 50% of the estimated cost or (c) One work costing not less than the amount equal to 80% of the estimated cost during last 5 years (**works completed on or after DECEMBER 01, 2010**) AND (d) Have a minimum yearly turnover of 100% of the ESTIMATED COST during the last 3 years (2012-13, 2013-14, 2014-15) AND (e) have a service set up in PATNA for rendering service shall be eligible to participate in the tendering process.
3. The tender forms will be issued only to those contractors who invariably furnish, at the time of applying for purchase of tender-forms, the following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process.

a	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/Power of Attorney/other relevant document.
b	Work experience and completion of similar works of specified value during the specified period	Copies of the detailed work orders for the two qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any of carrying out works for the Reserve Bank of India at any centre should also be given.
c	Credit worthiness of the contractor and their	Copies of the Service Tax Registration/ Vat Registration/ Income Tax Clearance Certificate/

	turn over during the specified period	Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
d	Name(s) & address(es) of the Bankers and their present contract executives	Written information about the names and addresses of their bankers along with full details, like names, postal address, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc. of the contact executive (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
e	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
f.	Name(s) & address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal address, e-mail IDs, telephone (landline and mobile) nos. fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
g	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s) completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officer/authorities/departments under whom the work(s) was/were executed should be furnished.
h	Bussiness/Service set up	Address of business/service centre in Patna, no. of person/technician employed

4. In the event of intending tenders failure to satisfy the Bank; the Bank reserves the right to refuse issuance of tender forms/documents to them.

5. Tender forms will be issued from **11.04.2016 to 20.04.2016** from **11.00 AM to 5.00 PM** on all working days (Monday to Friday) by Estate Department, Reserve Bank of India, Patna on a non refundable payment of Rs.500/- per duplicate set should be deposited through NEFT to A/c No. – 186003001, Reserve Bank of India, IFSC Code- RBIS0PTPA01, Branch Name- Patna, Branch Address- South Gandhi Maidan, Patna- 800 001 and the NEFT Receipt should be submitted at the time of taking tender documents.

A pre-bid meeting of tenderers who qualify the pre-requisite eligibility criteria of tender conditions will be held on **28.04.2016** at 11.00 hours at Estate Department, Reserve Bank of India, Patna. **The duly filled in tender documents should reach in Bank's Office at Estate Department, Reserve Bank of India, Patna by 14.00 hours on 05.05.2016.**

6. Tender forms can also be downloaded from our website www.rbi.org.in or www.tendertimes.com till **20.04.2016**. In case of downloaded documents, the said non-refundable sum of Rs 500/- should be deposited through NEFT to A/c No. – 186003001, Reserve Bank of India, IFSC Code-RBIS0PTPA01, Branch Name- Patna, Branch Address- South Gandhi Maidan, Patna- 800 001 and the NEFT Receipt along with all the information/documents, mentioned in Para 3 above, will have to be submitted in a separate sealed cover addressed by name to **Shri M.K.Verma, Regional Director, Reserve Bank of India, Estate Department, Patna** up to 17.00 hours on or before **20.04.2016** for Banks' examination. After scrutiny, if any of the contractors are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.
7. Tender in prescribed form shall be submitted in duplicate in two parts, Part-I tender will contain the Bank's standard technical and commercial conditions, if any for the proposed work, tenderers' covering letter, and the EMD of Rs 6,720/- (Rs. Six Thousand Seven Hundred and Twenty) should be deposited through NEFT to A/c No. – 186003001, Reserve Bank of India, IFSC Code-RBIS0PTPA01, Branch Name- Patna, Branch Address- South Gandhi Maidan, Patna- 800 001 and the NEFT Receipt should be submitted along with sealed tender documents OR an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form and be sealed in one cover, super scribing "**Part-I COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA**" Part-II tender will contain no conditions but Bank's schedule of quantities, tender drawings, if any, and tenderer' priced bid only and be sealed in a separate cover, super scribing "**Part-II COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA**". Both these sealed covers will further be sealed in another envelope addressed by name to Shri M.K.Verma, Regional Director, Reserve Bank of India, Estate Department, Patna will be received by the Bank up to 14.00 hours on **05.05.2016** in the manner described in the tender form. Tenders received after the due date and time will not be accepted under any circumstances.
8. Part-I of the tenders will be opened at 15.30 hours on **05.05.2016** in the presence of the authorised representative of the tenderers who choose to be present. Part-II of the

tender will be opened on a subsequent date which will be intimated to the tenderers in advance.

9. The applicants/tenderers have to submit in a sealed envelope/cover

- a. Client's certificate as per format at Annexure-I from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
 - b. The client's certificate shall be accepted only when the same is signed by an official of the rank of Superintendent Engineer or equivalent in respect of a Government/Semi government organisation or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificate. Applications/tenders received without the above certificates in the specified format shall be rejected. The Bank shall have the right to independently verify these certificates.
 - c. Banker's certificate as per format at Annexure-II from their banker/bankers.
 - d. The certificates should be addressed to Shri M.K.Verma, Regional Director, Reserve Bank of India, Estate Department, Patna and shall be submitted along with their application/tender, in a sealed envelope/cover.
 - e. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender and his sealed cover containing Part-II of the tender along with EMD shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.
10. 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.

(M.K.Verma)
Regional Director

FORM OF TENDER

Regional Director

Place :

Reserve Bank of India

Date :

Estate Department

Patna

Dear Sir,

We have carefully examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating to there as affecting the tender. We hereby offer to execute the works specified in the said memorandum, within the time specified in the said memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, General instructions to the tenderers, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	<u>COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA</u>
(b)	Estimated cost	:	Rs. 3,36,000/-
(c)	Earnest Money	:	Rs. 6,720/- (2% of the estimated cost)
(d)	Performance Guarantee		10% of the quoted amount per annum(to be submitted by successful contractor)
(e)	Validity of quoted rates	:	Three years (to be renewed every year based on satisfactory performance)

2. 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 of the tender and this period of validity can be extended for

such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Dated this _____ day of _____ 2016.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____

name, address and date _____

(2) Signature with _____

name, address and date _____



Reserve Bank of India

Estate Department

PATNA

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND
EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE
AT BANK ROAD AND LOHIA NAGAR PATNA**

Part I

General Instructions to Contractors

Date of Pre Bid Meeting : at 11:00 hours on April 28, 2016

Date of Submission : up to 14:00 hours on May 05, 2016

Date of Opening Part I : at 15:30 hours on May 05, 2016

Name of Tenderer_____

Address _____

SECTION D

General Instructions to Contractors

1. Sealed tenders **in two parts*(Part-I contains all commercial terms and conditions, technical particulars & Part-II contains only price bid) submitted in Sealed envelopes** in the Bank's Performa are invited which should be addressed to **Shri. M.K. Verma**, Regional Director, Estate Department, Patna (by name) and super scribed "**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA**" and sent so as to reach him not later than 2 pm on **05.05.2016**
2. No tender will be received after **2:00 pm on 05.05.2016** under any circumstances whatsoever.
- 3a The tender will be opened at 3:30 P.M. on **05.05.2016** at this office by **Shri. M.K. Verma, Regional Director, Estate Department, Reserve Bank of India, Patna** or other officer designated for the purpose by him in presence of the architect and tenderers or their authorized representatives. The Bank discourages the stipulations of any additional conditions by the tenderer. However in case the tenderer wishes to include any condition / clarification / covering letter while tendering for the work, he will have to submit the same in duplicate along with Part- I of the tender in s separate sealed cover. The Part II of the tender in duplicated duly filled in as such without any enclosure shall have to be submitted in another sealed cover clearly indicating thereon as to which cover contains the Part I and which contains Part II of the tender. The cover containing the forwarding letters / EMD (NEFT RECEIPT) / clarifications / conditions called Part I will be opened at 3:30 P.M on the schedule date of opening of the tenders in presence of tenderers or authorized representatives who shall be in a position to clarify all the conditions stipulated by the tenderers. The clarifications / conditions etc. if any will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers. The tenderers shall withdraw all his conditions, which are not acceptable to the Bank and can in lieu quote a percentage above or below or at par with their tendered amounts already submitted in a separate sealed cover, called as Part II of the tender. The quoting of such a percentage above or below or at par with their tendered amounts shall have a definite bearing on the conditions the tenderers have to withdraw or additional benefits liable to be received as per conditions accepted by the Bank. The above letter should be submitted in duplicate in

a sealed cover on or before a date fixed subsequently and advised to the tenderers. This letter together with the second sealed cover containing the tender called Part II will be opened in presence of the representatives of the contractors / firms on the due date advised.

- 3b Tenders shall remain open to acceptance by the Bank for a period of **three months** from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- 3c The tenderer must use only the forms issued by the Bank to fill in the rates.
- 4a The tender form must be filled in Hindi/English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- 4b Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank's option. No advise of any change in rate or conditions after the opening of the tender will be entertained.
- 4c Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not signed will be rejected.
- 4d The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
- 5. 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.
- 6a Participating tenderer shall pay as Earnest Money Deposit a sum of **Rs. 6720/- (Rs Six Thousand Seven Hundred and Twenty only)** through NEFT to A/c No. – 186003001, Reserve Bank of India, IFSC Code-RBIS0PTPA01, Branch Name- Patna, Branch Address-

South Gandhi Maidan, Patna- 800 001 and the NEFT Receipt should be submitted with tender documents OR in the form of an irrevocable bank guarantee issued by a scheduled bank in the Bank's standard proforma which is available in the tender-form. Part I which is not accompanied by such Earnest Money will not be considered. The Earnest Money will be returned to the tenderer if his tender is not accepted but without any interest.

- 6b Under no circumstances Earnest Money Deposit (EMD) will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
- 7. The Earnest Money Deposit paid by the successful tenderer shall be returned by the Reserve Bank of India after submission of PBG. No interest shall be paid on the said deposit.
- 8. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
- 9a In addition to the Earnest Money Deposit under Clause 7 and as further security for the due fulfillment of the contract, the **successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value in the form of a Performance Guarantee from any scheduled Bank in the form prescribed by the Bank** (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Performance Guarantee towards security deposit shall be valid for the entire contract period. The amounts retained by the Employer shall not bear any interest.
- 9b 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.
- 10. 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 DGM/GM of the Bank to serve a notice in writing

on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer.

11. The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Architect and the Structural Consultant. If in the opinion of the Architect or the Structural Consultant change have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge. The Architect's decision in such cases shall be final and shall not be open to arbitration.
12. A Schedule of Probable Quantities in respect of each work and Specification accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Architect. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
13. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
14. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations or any conditions whatsoever. Tenderers must include in their rates sales tax, excise duty, octroi, service tax on works contract, VAT, and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable, wage, bonus, EPF to staff, transportation, chages, insurance, maintenance of tools containing all tools related and necessary to execute the work, consumables related to the work, and contractor overhead and profit.. No claim in respect of sale tax, excise duty, octroi, VAT and other tax, duty or levy whether the Employer shall entertain existing or future.
15. Part I of the tender as submitted shall contain the following:
 - (i) Earnest money in the form of DD issued by a scheduled Bank in India.
 - (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.
16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned **from the 10th day after** written work order, is issued.
 17. Tenders will be considered only from recognized bonafide Contractors in trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost the proportion of work done by the Contractor in it and the time within which the works were completed.
 18. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not appear liability for any sum besides the tender amount, subject to such variations as are provided for herein.
 19. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.
 20. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Architects.
 21. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Structural

Consultant and no deviation on any account will be permitted.

22. The successful tenderer for General Building Work should make his own arrangement to obtain all materials required for the work.
23. The tenderer shall have to use materials of the makes/manufacturers specified in the list of material of approved brand and/or manufacture as directed by Banks engineer.
24. Water and electricity for the work will be given by the Bank free of cost at strategic point. The arrangement for extension will have to be made by contractor at his own cost.
25. If no such facility is available at the site of work and if available and found inadequate, it shall be the responsibility of the Contractor to make his own arrangements for obtaining water and power at his cost.
26. All Municipal fees for drainage and water connection for construction purposes shall be borne by the Contractor and fees if any payable for permanent connections shall be initially paid by the Contractor and the Employer will reimburse the amount on production of receipts.

Electric supply connection fees for the permanent supply will be paid by the employer to the electric supply authority.

27. The Contractor shall strictly comply with the provision of safety code annexed hereto.
28. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

29. Contractor to inform himself fully

- 30a The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

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

himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the department but without any guarantee about its accuracy.

- 31b If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing, in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

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

33. The contractor has to follow the instruction as directed by the Bank's engineer from time to time regarding proper execution of works.

34. The contractor should liaison with various Authority to set right the system provided in above premises (Direct Telephone lines, Extension lines & Hot lines) with Bharat Sanchar Nigam Ltd., Fire Department & Police Department etc.).

35. The contractor should follow the following and continue to have valid license, if any, during the validity of the contract period

- a) Contract Labour (Regulation and Abolition) Act 1970
- b) Payment of Wages Act 1956
- c) Employment of Children's Act 1923
- d) Minimum Wages Act
- e) Employee Provident Fund Act 1952 and scheme made under said Act.

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

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

contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

37. Non-Disclosure Clause:

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / system / equipments etc. which may come to the profession of knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreements, to any third party and shall all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except the extent necessary to carry out the obligation under it or to comply with the applicable laws. The contractor shall not publish permit to publish, or disclose any particulars of the work in any trade of technical papers 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 action with respect to its employees to ensure that the obligations of non disclosure of the 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 reasons.

38 (a) Terms of Payment

Payment shall be made on monthly basis and bill shall be submitted along with following documents:

- i. List of works attended in the month. A statement for material consumed shall be prepared separately, by mentioning the complaint No., location, location of fitting and occupant's signature & original purchase bill (if any) after successfully completing the work (call sheet sample shall be issued by the Bank)
- ii. Statement showing payment of minimum wages with signature of labour and certificate from contractor in this regard.
- iii. Certified copy of attendance register.

The payment will be made after deducting the INCOME TAX and other statutory recoveries, if any, for which the contractor has rendered his staff liable. The payment of the bill will be made within three month after its submission and on due certification by concerned ACT and engineer. In case of delay interest on bill amount @ 3% will be made by the Bank, on demand only.

38 (b). PENALTY CLAUSE FOR NON DEPLOYMENT OF PERSONEL AND NON PERFORMANCE AS PER THE AGREEMENT:

Proportionate deduction for the no. of days the technician remains absent will be made in the monthly bill on pro-rata basis of the total monthly contract amount as penalty for Non Deployment of full strength of agreed personnel as per the contract.

39. In case of any person is found giving poor workmanship, disobeying instruction of the Bank and misbehavior etc., and the agency will replace such person(s) from the work as directed by the Bank.

40. The Contractor shall be responsible for all injury to person, animals or things and for all structural and decorative damages to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employee, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

This clause shall be held to include, interlay, any damages to buildings whether immediately adjacent or otherwise, and any damage to road, streets, footpaths, bridges or ways as well as all damages caused to the buildings and works forming the subject of this contract, by frost 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 government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

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 consequence thereof and shall at his own expenses arrange to effect the maintain until the virtual completion of the contract with an approved office, of insurance CAR policy in the joint names of the employer and the contractor (employer's name being at the 1st) against such risk and deposit such as policy or policies with the employer from time to time during the currency of this contract. The contract 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 statutes in force during the currency of this contract or act 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 currency of the contract.

The minimum limit of the coverage under the third party insurance policy shall be Rs.2

lakhs person for any one accidental or occurrence and Rs. 5 lakhs in respect of damage to property for any one accident or occurrence.

The contractor shall be responsible for anything, which may be executed from the insurance policies above referred to and also for all other damages to any property arising of an accident 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 claim or proceedings of damages arising there from.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges and expenses arising occurring from or in respect of any such claims of damage from any or all sums due or to become due to the Contractor. In addition to the above, the contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.

41. The Contract will be executed for one calendar year and thereafter may be renewed on satisfactory performance of the contractor as per Bank's norm. in case of termination of the contract or non renewal of the contract the contractor shall continue the work with similar terms and condition till such time as intimated by the Bank or three months whichever is earlier.

41. Tenderer is requested to visit the site & understand the scope of works before quoting their rates.

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

Place

Signature of tenderer

Date

SCOPE OF SERVICE: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

1. Telephone installations are located at Bank Main Office Building (BMOP), Senior Officers Quarters, Bank Road (Bank Road) and Lohianagar Officers Quarters (LNOQ) and consists of Intercom telephone set with connected lines, direct lines, EPABX system at BMOP, Bank Road and LNOQ. The contractor shall depute one experienced technician and one experienced helpers

2. Contractor or his technician should report Bank at 9-AM positively on regular basis or as per instruction of ED and attend the repairing/ rectification / preventive maintenance works & report to the concern Engineer. If any complain will be received from any residential quarter regarding non- functioning or mal-functioning of telephone, he should arrange to rectify/ restore the same on priority basis. If required, the firm should attend the work on Saturday/ Sunday/ holiday also for which nothing to be paid extra. The working hours shall be 8 working hours (excluding 1 hour lunch break), 6 working days in a week, the working hours shall be mutually agreed. The emergency works when the workers will have to continue to work till the emergency is over. The weekly holiday should be given to the workers with an alternative arrangement.

3. All installation will be routinely checked and preventive maintenance will be provided whenever necessary.

Preventive maintenance includes

Daily checking/ rectification of telephone lines connected in the Regional Director Cabin, Executive Area Cabin and senior officers' cabin.

Weekly check / rectification of all telephone lines, loose contact, MDF etc.

Daily cleaning the EPABX room.

Weekly cleaning of EPABX system by air blower, etc.

4. The complaints at BMOP & Colony, registered over telephone, mobile, letter, fax, email or through other mode by the resident in the complaint book maintained with the Caretaker or by ACT, JE, Engineer will be routinely checked daily and all complaints will be attended promptly. After satisfactory completion the signature shall be obtain from respective resident or their representative.

5. Compulsory presence of contractor on the days of important meetings, functions at RBI & as & when informed by the Estate Department.

6. Weekly verification, sign & submission of registers. **The following Registers shall be maintained by the Contractor**

1. Complaints register.

2. Daily work done Register

3. Attendance Register

4. Any other log books as directed by Estate In charge.

The above registers shall be submitted to Estate Department for their verification.

7. Providing of all essential tools to his staff for day to day maintenance & emergency.

8. Providing of all safety equipments, material to his staff. Providing uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch, Mobile phone etc. to his all staff.

9. Provide necessary training to his staff on quality, safety & technology.

10. If any staff is on leave/absent for more than 24 hours, the contractor should provide replacement within 48 hours with equally qualified & experienced person.

11. The Contractor has to arrange repairs, maintenance, fittings of fixtures etc. for the installations in the campus of all heights & depths.

12. The Contractor and his staff shall strictly follow the Standard Industrial Safety & Security Norms.

13. Full time daily supervision by the Supervisor/ Contractor at site is compulsory.

14. Service / Maintenance Report should be maintained in each case and should be submitted duly countersigned by the Supervisor & user/ complainant while submission of monthly bill. Report should contain the following details:

a) Time of call

e) Probable cause

b) Time of report

f) Action taken

c) Time of restoration

g) Components replaced, if any.

d) Nature of failure

16. The successful bidder within 15 days from the award of contract or commencement of the contract whichever is earlier, under intimation to RBI should provide all (I) tools and equipments required for effective maintenance such as Multi meter, Meager, Ammeter, Galvanometer and Earth tester, all required tools/equipments & safety items etc. should be arranged by the AMC contractor himself at his own cost. Tools like, Drill machine, bits, Air blower, crimping tool and all other tools, screwdriver, spanner, cutting pliers set, hammer, pipe range, spanner set, hack-saw or any other tools required for daily maintenance/repair job should be available at site till completion of the contract period. All the Meters & testing equipment, which are used at site, should be periodically calibrated from Authorized Test Laboratory.

17. Periodical cleaning, testing & routine maintenance of systems are to be done as recommended by manufacturers, and as directed by Electrical Engineer/ Estate In-charge.

18. It shall be the responsibility of the Contractor for the safety of service providers / work force and maintain cleanliness of the installation/equipment's particularly which are under his sole possession/use as required. All his service providers shall be provided with Identity Card as per the norms of RBI.
19. The Contractor shall furnish local contact telephone number, Mobile number & contact address.
20. The Contractor shall be responsible to maintain records and furnish data about mandatory tests i.e. insulation and earth tests of all the installation as per Indian Electricity rules & IS specifications.
21. The Contractor shall be responsible to keep the installations & area where installation is installed neat & cleaned. The contractor is also responsible to provide & maintain records at the site e.g. attendance of duty staff, log books for equipment etc as required.
22. It shall be the responsibility of contractor to maintain and hand over back the installation covered under the scope of service after completion of operation maintenance services in good working condition as required.
23. The Contractor shall be responsible for the equipments, materials handed over to him, and in case of any mishandling or missing the same shall be replaced or repaired at his own risk and cost.
24. All dismantle/unused materials shall remain the property of RBI and shall be the responsibility of the contractor to return the same to Estate/ACT periodically as required
25. Any damage done to the existing installation, equipment or to the building particularly due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same without any cost to RBI.
26. The contractor shall make own arrangements for transport and other logistics to service providers / work force.
27. The Contractor or his bonafide representative shall visit the site at least once a month and meet the Estate Department to take instructions, monitor operations and review the complaint register/site order books, thereby attending the site requirements efficiently & effectively, failing which In-charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.
28. RBI reserves the right to increase the number of manpower as classified in the contract and may ask contractor to supply additional manpower as required by RBI as per rate of the contract.
29. Liaisoning with local BSNL authority for direct line, HOT line, new connection, Bank's PRI Lines etc and other necessary instructions given to make the entire telephone / EPABX system in healthy operating conditions.
30. Lodge complains and follows up with EPBAX vendor for rectification/ restoration of the

system and scheduled Preventive maintenance of the EPABX system.

31. The spares required for EPBAX System, Telephone set and replacement of faulty wire/ Cable is excluded in the scope of and will be paid separately.

32. The list is only indicative. Services also include any other item required for satisfactory service to residences.

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

Place :

Date :

Signature of Contractor with seal

SPECIAL INSTRUCTIONS TO THE TENDERER

1. The workmen will not be allowed to stay within the premises.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
4. The Contractors has to obtain permission, if any required from the local authorities/bodies as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and draining charges.
5. The intending tenderer can obtain any clarifications regarding the tender etc. if any from the office of the Deputy General Manager/General Manager, Reserve Bank of India, Estate Department, Patna, on any Bank's working day.
6. The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank's Engineer. The delivery of materials shall be given on the floors specified in the tenders.
7. The bidder may please note that the work has to be carried out in an occupied building / premises during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the occupants of the colony and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly on daily basis, to the entire satisfaction of Bank.
8. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied

by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.

9. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.
10. The tenderer shall use only approved brand materials.
11. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.
12. Some other works, such as electrical, specialised works etc., have been organized by the Bank through separate agencies. The contractor shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.
13. No labourers shall be permitted to stay inside the campus after working hours.
14. The contractor should have valid Labour license from Labour Commissioner wherever the number of labourers engaged is 20 or more. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner's rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.
15. Before quoting the rates contractor should inspect the site and understand the nature and scope of the work for themselves.
16. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer. The bidder should note that the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and

suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc, shall be final and binding on the contractor.

17. The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.
18. The Contractor shall make their own arrangements for storing of their materials at site. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank
19. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work
20. The Contractor shall keep the Bank indemnified against all claims, if any.
21. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.
22. Wearing of uniform: Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose at their own cost.

Place :

Date :

Signature of Contractor with seal

Safety Code

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. All the workers shall be provided with safety belts and helmets. No workmen shall be allowed to work on scaffolding without safety helmets and safety belts.
5. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. The excavated material shall not be placed within 1.5 meters of the edge of trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
8. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
9. Workers employed on mixing and handling material such as asphalts, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
10. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
 - (i) No paint containing lead or lead products shall be used except in the form of paste of ready-made paint.
 - (ii) The workers should supply suitable facemasks for use when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Place :

Date :

Signature of Contractor with seal

Section II

Articles Of Agreement

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

WHEREAS the Employer is desirous of carrying out proposed work of **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA** and has caused drawings and specifications describing the work to be done.

AND WHEREAS the said Drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown and described in the said specifications and the schedule of quantities.
2. The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
3. The term "Architect" in the said conditions shall mean Dy. General Manager (Tech)/General Manager (tech), Reserve Bank of India for the purpose of architectural planning and designing etc. of the building / structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in this contract for whatever reason such other person or persons as shall be nominated by the employer for that purpose will function as "Architects".

4. The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payment and implementation of various items, conditions and stipulations of the contract (except for the scope of the work as defined under clause 3 above). For this purpose the term "Architect" in the said conditions regarding execution of the work, quality of construction, quality of materials, progress and completion of project etc. shall mean the Dy. General Manager (Tech) or any other person designated for the purpose by the Reserve Bank of India). As far as the operation of the provision under clause 34 of the contract viz. clause relating to settlement of disputes through arbitration, the term "Architect" shall be read as "Chief General Manager of Premises Department", Reserve Bank of India, Central office, Mumbai.
5. The term "Structural Consultant" refers to General Manager (Tech)/ Dy. General Manager (Tech) or in the event of their ceasing to be the consultant for this project, such other person or persons as may be appointed by the Architect with the approval of the employer.
6. 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.
7. The drawings, agreement and documents mentioned herein shall form the basis of this Contract.
8. This Contract is deemed to be neither a fixed Lump sum Contract nor a Piece Work Contract, but it is a Contract for the complete work "**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENSION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA**" and to be paid according to actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.
9. The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, lifts, telephones, air conditioners and other ancillary works 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 works.
10. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
11. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions.

12. All payments by the Employer under this Contract will be made only at Reserve Bank of India, PATNA.
13. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in PATNA and only courts in PATNA shall have jurisdiction to determine the same.
14. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual	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 herein above written.
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India, PATNA

(Name and Designation)

In the presence of -

Witnesses –

1. _____

Address _____

2. _____

Address _____

If the party is a
partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of -

Witness -

1. _____

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its Board of
Directors at the meeting held on

In the presence of -

Witness –

1. _____

2. _____

If the Contractor
signs under common
seal, the signature
clause should tally
with the sealing
clause in the articles
of association.

Directors who have signed these
presents in token thereof in the
presence of -

1. _____

2. _____

If the Contract is
signed by the hand
of power of attorney,
Whether a company or
an individual.

SIGNED AND DELIVERED BY -

the Contractor by the hand of

Shri _____

and duly constituted attorney.

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
PATNA

Dear Sir

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 "**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA**" 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

uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, 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 _____

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
- ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?
- ii) If yes, total amount of claim
- iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
- a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor
- b) Financial soundness Outstanding/Very Good/
Good/Satisfactory/poor

c)	Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
d)	Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
e)	General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Note : All columns should be filled in properly
countersigned

*

Reporting Officer* with Office seal

***Officer of the rank of Executive Engineer or equivalent**

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**Annexure – IV**

1.	Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)	
2.	Name of the Proprietor/ Partners/ Directors of the firm.	
3.	Turnover of the firm for the last 3 years (year wise).	
4.	Credit facility/ Overdraft facility enjoyed by the firm.	
5.	Dealings	
6.	The period from which the firm has been banking with your bank	
7.	Any other remarks.	
8.	You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.-----.	

Signature

For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the

Annexure - V

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the "**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK ROAD AND LOHIA NAGAR PATNA**" for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

(BOQ)

**Comprehensive AMC for Maintenance of Telephone/Telephone wiring inside BMOP,
Bank Road Colony & Lohianagar Colony**

Sl	Description of Items	Qty
A.	<p>Comprehensive Annual Maintenance Contract charges towards maintenance of telephone instruments (both interconnections/direct line phone), wiring, MDF tag blocks at various location, exchange room etc. in Bank's Main office Premises, Senior Officers quarter at Bank Road and Lohia Nagar Officers quarter. Work includes the following.</p> <p>(1) Minor repairing/rectification of defects in telephone sets by providing required spare parts.</p> <p>(2) Attending day to day complaint in the telephone, wiring, MDF, tag block etc. to tag block the same in operation.</p> <p>(3) Keeping the telephone exchange room neat and clean.</p> <p>(4) Proper dressing of interconnection of telephone wires in EPABX Room.</p> <p>(5) Proper maintenance of complaint registers.</p> <p>(6) In case of problem in the instrument due to BSNL exchange, the contractor shall take up with BSNL/ Telecom authorities in early completion of the work in consultation with AM (Estate).</p> <p>(7) The contractor should possess all the tools, krone toll instruments etc. including hand set for testing the telephone lines.</p> <p>Quantity below is indicative and may vary during the period of Comprehensive AMC.</p> <p style="text-align: center;"><u>Details of Sets</u></p> <p><u>a. Main office</u></p> <p>(1) Intercoms 180 Nos</p> <p>(2) Direct 70 Nos</p> <p>(3) RD Mobile phone 1 Nos.</p> <p>(4) Hot Line/ Fire Line 2 Nos.</p> <p><u>b. Senior Officers Quarters</u></p> <p>(1) Intercoms- 20 Nos</p>	Lump sum

	(2) Direct- 10 Nos c. Lohia Nagar Officers Quarter (1) Intercom – 120 (2) Direct – 06	
	Any Other charges	
	Total Amount in Words (Rs) per Month.	
	Total Amount in Words (Rs) per Year.	

Place:

Date:

Signature of Contractor with Seal:

Address with contact Nos.:



Reserve Bank of India
Estate Department
PATNA-800001

PART I I

Name of work: COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF DIRECT LINES AND EPABX EXTENTION LINES
PROVIDED IN BMOP, SR. OFFICER'S RESIDENCE AT BANK
ROAD AND LOHIA NAGAR PATNA

Issued to: _____

Last date for submission of Tender: 2.00 P.M. on May 05, 2016

Preamble to Schedule of Quantity:

The quoted rates shall be inclusive of following:

1. Visiting the site, gathering information about work and understanding the scope of work well before quoting the tender.
2. The arrangement and cost of water and electricity required for the work shall be done by the contractor at their cost. However, the Bank may also consider allowing to contractor to take the water (incase if water supply with the Bank is sufficient during the work) and electricity from the Bank's premises and the contractor has to arrange for suitable length electric wire/extension board with a cut out. The cutting machine etc. shall be arranged by the contractor as per load of the Bank's meter and wires in case if they are will to take use the electricity from Bank's flat. In case if any damage of electric line/electric meter is observed due to work the contractor has to make it good at his own cost, failing on which the Bank will recover the cost of damages from the bill/security deposit of the contractor without further referring the matter to contractor.
3. The contractor has to arrange for cleaning & moping of common area of the building at the end of the day's work every day to the entire satisfaction of caretaker/Bank's Engineer and also arrange for collection & disposal of debris outside from the premises and site is to be kept clean after day to day work.
4. The rates shall also be inclusive of following: I. Cleaning of all site & sanitary fittings/fixtures and other surrounding area of the premises after completion of work. II. Performance Bank Guarantee, prevailing minimum wage from time to time during the entire contract period for staff and supervisor, VAT, Service Tax on works contract, Bonus, EPF, ESIC, Provision of leave, Sales Tax including Swachh Bhart Cess, Transportation, Insurance, Maintenance tools, Mobile number cost, Uniform to staffs, safety shoes, Gloves, umbrella & Torch to staffs, Log book maintenance expenses, Overhead and profit, Necessary training to staff on quality and safety, liasoning with BSNL/ Telecom authority, emergency deployment of man power, attending important meetings, consumable materials, license/ clearances including spare required for Comprehensive and Preventive maintenance etc and other statutory taxes liable for deductions from time to time III. New Telephone connection fees will be paid by the employer to the BSNL/ Telecom authority. IV. The spares required for EPBAX System, Replacement of Telephone set and replacement of faulty wire/ Cable is excluded in the scope of service and will be paid separately. V. No any extra amount will be paid whatsoever.
5. Necessary charges towards arranging and getting approved the all materials etc. to be used for work with reference to their make, quality, shade, size etc. of materials. Only approved materials are to be used in above work.
6. Removing/shifting of items to different locations as directed.
7. Contractor should install a hoist for transporting debris from the terrace to ground floor and dispose off the debris as admissible to Municipal norms .
8. The contractor has to arrange for collection & disposal of debris outside from the premises and site is to be kept clean after day-to-day work.
10. The contractor shall ensure validity of the necessary insurance policies and the Bank Guarantees for the period of the work
11. The contractor shall make arrangements for obtaining the necessary work permission / gate passes for bringing and taking out of the materials from the Banks premises including the permission from the authorities.
12. The use of lift is not permitted for shifting of the debris and other construction materials.

Signature of contractor with seal

PART-II (BOQ)

**Comprehensive AMC for Maintenance of Telephone/Telephone wiring inside BMOP,
Bank Road Colony & Lohianagar Colony**

Sl	Description of Items	Qty	Rate	Unit	Amount
A.	<p>Comprehensive Annual Maintenance Contract charges towards maintenance of telephone instruments (both interconnections/direct line phone), wiring, MDF tag blocks at various location, exchange room etc. in Bank's Main office Premises, Senior Officers quarter at Bank Road and Lohia Nagar Officers quarter. Work includes the following.</p> <p>(1) Minor repairing/rectification of defects in telephone sets by providing required spare parts. (2) Attending day to day complaint in the telephone, wiring, MDF, tag block etc. to tag block the same in operation. (3) Keeping the telephone exchange room neat and clean. (4) Proper dressing of interconnection of telephone wires in EPABX Room. (5) Proper maintenance of complaint registers. (6) In case of problem in the instrument due to BSNL exchange, the contractor shall take up with BSNL/ Telecom authorities in early completion of the work in consultation with AM (Estate). (7) The contractor should possess all the tools, krone toll instruments etc. including hand set for testing the telephone lines. Quantity below is indicative and may vary during the period of Comprehensive AMC.</p> <p align="center"><u>Details of Sets</u></p> <p><u>a. Main office</u></p> <p>(1) Intercoms 180 Nos (2) Direct 70 Nos (3) RD Mobile phone 1 Nos. (4) Hot Line/ Fire Line 2 Nos.</p> <p><u>b. Senior Officers Quarters</u> (1) Intercoms- 20 Nos</p>	Lump sum		Per Month	

	(2) Direct- 10 Nos c. Lohia Nagar Officers Quarter (1) Intercom – 120 (2)Direct – 06				
	Any Other charges				
	Total Amount in Words (Rs) per Month.				
	Total Amount in Words (Rs) per Year.				

Place:

Date:

Signature of Contractor with Seal:

Address with contact Nos.:

Cost Break up Details

Sr. No.	Category of Manpower	Total manpower/day	Working days/Month	Minimum wage	
A	B	C	D	E	$F = C * D * E$
1	Supervisor (Highly Skilled)	1	1		
2	Technician (Semi-Skilled)	2	26		
3	TOTAL LABOUR COST PER MONTH				
4	TOTAL LABOUR COST PER YEAR				

*** Amount of prevailing minimum wages to be checked for calculation

S.No.	PARTICULARS	AMOUNT (RS)
A.	TOTAL FOR ONE YEAR	
B.	Add P.F. Contribution @.....% on A	
C.	Add ESIC Contribution of Workmen Compensation Policy @% on A	
D.	Add Bonus at% on A	
E.	Add Provision of leave @ 1.5 days per month/person (i.e. $12 * 1.5 = 18$ days/year) & 3 National Holidays = 21 days per person per year i) For Semi-Skilled = * 21 Days * 2 Persons TOTAL =	
F.	Add for T & P @% of A	
G.	Add for Consumables / Spares Charges etc @% of A	
H.	Add for Uniform (2 Sets Per Person @ Rsper uniform per person, for 2 persons	
I.	Add for a pair of shoes @ Rs per person, For 2 persons	
J.	Add for provision of logbooks, maintenance schedule formats, work diaries, mobile phone, insurance, transportation for workmen etc. @ Rs. per month	
K.	Add for miscellaneous Expenditure attending critical breakdowns/emergencies/ VVIP movements and other charges/ fees paid to various licensing/ regulatory Authorities as per labour laws/ local bodies etc. @ Rs. per month	
L.	Total = A + B + C + D + E + F + G + H + I + J + K =	
M.	Add O/H & Contractor's Profit @% on L	
N.	Total = (L + M)	

O.	Work Contract Tax @% of N	
P.	TOTAL = (M+N)	
Q.	Service Tax on Q @ 14.5% including Swachh Bhart Cess	
R.	TOTAL COST FOR ONE YEAR = (P+Q)	
	TOTAL COST FOR ONE YEAR IN WORDS	
S.	TOTAL COST FOR ONE MONTH= (P+Q)/12	
	TOTAL COST FOR ONE MONTH IN WORDS	

1. Contractors are advised to inspect the site before quoting their rates in the schedule of quantities and get themselves acquainted with the scope of the work.
2. Payment shall be made only as per the rates quoted by the contractors in the schedule of quantities. However, for checking the arithmetic accuracy of quoted amount after opening of Part II or in case of any discrepancy, the rates quoted in "**cost break-up details**" will be considered as correct and accordingly the total quoted amount shall be worked out for award of work/comparison of quotes.
3. **It is mandatory for the Contractors to quote their rates in Part-II and " cost break-up details" to enable us to check the calculations etc. The incomplete tender is liable to be rejected without assigning any reason thereof.**

Place:

Date:

Signature of Contractor with Seal:

Address with contact Nos.: