



**भारतीय रिज़र्व बैंक  
संपदा विभाग  
नई दिल्ली**

**निविदा आमंत्रण सूचना**

(केवल ई-प्रोक्योरमेंट के माध्यम से)

क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, नई दिल्ली, 50 लाख तक की लागत वाले कार्य की उक्त श्रेणी के तहत बैंक के पैनलबद्ध विक्रेताओं/ठेकेदारों से शीर्षक वाले कार्य के लिए ई-निविदाएं आमंत्रित करते हैं। निविदा एमएसटीसी लिमिटेड के ई-टेंडरिंग पोर्टल (<https://www.mstcecommerce.com/eprocn>) के माध्यम से की जाएगी। सभी इच्छुक सूचीबद्ध विक्रेताओं/ठेकेदारों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा। ई-टेंडर की अनुसूची इस प्रकार है:

क. कार्य का नाम:	RBI कॉलोनी, वसंत विहार और सरोजिनी नगर, नई दिल्ली में प्लंबिंग और सैनिटरी, बढ़ईगरी और विद्युत रखरखाव कार्यों के लिए सुविधा प्रबंधन सेवाएं
ख. . निविदा का तरीका	ई-प्रोक्योरमेंट प्रणाली <a href="https://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> के माध्यम से (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली।)
ग. ई-निविदा सं.	RBI/Delhi Regional Office/Estate/15/24-25/ET/663
घ. वह तारीख जब एनआईटी पार्टियों द्वारा डाउनलोड किए जाने हेतु उपलब्ध है	13 दिसंबर, 2024 05:00 PM
ड 1. निविदा का मूल्य  2 बयाना जमा-राशि  3. लेनदेन शुल्क  महत्वपूर्ण नोट: कृपया ध्यान दें कि विक्रेताओं को एमएसटीसी लिमिटेड के पक्ष में एनआईटी द्वारा लेनदेन शुल्क प्राप्त होने के बाद ही ऑनलाइन ई-निविदा तक पहुंच प्राप्त होगी।	₹ 49,34,553/- (केवल उनचास लाख चौतीस हजार पांच सौ तिरपन रुपये)  ₹ 98,691/- (रुपए अठानबे हजार छह सौ इक्यानबे मात्र) भारतीय रिज़र्व बैंक, नई दिल्ली के पक्ष में, आईएफएससी कोड RBISONDPA01 और खाता संख्या 186004001 में जमा होना है।  एमएसटीसी पोर्टल पर प्रदर्शित राशि (एमएसटीसी लिमिटेड के पक्ष में लेनदेन शुल्क का भुगतान)



च. बयाना जमा राशि जमा करने की अंतिम तिथि	12 जनवरी 2025 को दोपहर 12:00 बजे या उससे पहले (सभी भाग लेने वाले निविदाकारों द्वारा जमा किया जाना है)
छ. लेनदेन शुल्क जमा करने की अंतिम तिथि	ई-निविदा के समापन की अंतिम तिथि से पहले 3 (तीन कार्य दिवस).
ज. जपूर्व बोली बैठक की तिथि	18 दिसंबर , 2024, सुबह 11:00 बजे
झ. एमएसटीसी पर तकनीकी बोली और वित्तीय बोली प्रारम्भ होने की तिथि	18 दिसंबर, 2024 को अपराह्न 05:00 बजे
ञ. ई-निविदा (तकनीकी बोली और वित्तीय बोली) ऑनलाइन जमा करने की अंतिम तिथि	12 जनवरी 2025 अपराह्न 02:00 बजे
ट. निविदा का भाग-1(तकनीकी बोली) और भाग-2 (मूल्य बोली) खोलने की तिथि	13 जनवरी 2025 अपराह्न 03:00 बजे
ठ. ई-निविदा की वैधता	तकनीकी-वाणिज्यिक बोली खुलने की तारीख से 90 दिन

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

**नोट:** यह एक सीमित निविदा है। केवल वे बोलीदाता/वेंडर जो संबंधित श्रेणी के तहत नीचे दिए गए ऐसे कार्यों के लिए भारतीय रिजर्व बैंक, नई दिल्ली के साथ ₹50 लाख तक की श्रेणी के अंतर्गत वेंडर के रूप में सूचीबद्ध हैं, इस निविदा में भाग लेने के लिए पात्र हैं। बोलीदाताओं को सलाह दी जाती है कि वे भाग लेने से पहले इस निविदा के लिए अपनी पात्रता के संबंध में आरबीआई, नई दिल्ली से पता कर लें।



**Reserve Bank of India  
Estate Department  
New Delhi**

**E-Tender For**

**Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi.**

## NOTICE INVITING TENDER (NIT)

(Only through e-procurement)

### SCHEDULE OF TENDER (SOT)

The Regional Director, Reserve Bank of India, New Delhi invites e- tenders for the captioned work from bank's empanelled vendors/contractors under the said category of the work costing up to 50 Lakhs. The tendering will be through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn>). All interested empanelled vendors /contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

a. Name of Work:	Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance Works at RBI Colony Vasant Vihar & Sarojini Nagar, New Delhi
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> of MSTC Ltd.
c. E-Tender No.	RBI/Delhi Regional Office/Estate/15/24-25/ET/663[FMS at SN and VV ]
d. Date of NIT available to parties to download	December 13, 2024 05:00 PM
e. i) Estimated Cost of Work  ii) Earnest Money Deposit (EMD)  iii) Transaction Fee  Important Note:  Please note that vendors will have the access to online e-tender only after receipt of	 ₹ 49,34,553/- (Rupees Forty Nine lakh Thirty four thousand five hundred fifty three Only)  ₹ 98,691/- (Rupees Ninety Eight thousand six hundred ninety one Only) shall be deposited through NEFT in favour of Reserve Bank of India, New Delhi in the Account No. 186004001 & IFSC- RBIS0NDPA01 (to be deposited by all the participating tenderers)  As per portal charges

Transaction fee by NEFT in favour of MSTC Limited.	
f. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	On or before 12:00 PM on January 12,2025 (To be deposited by all the participating tenderers)
g. Last date of submission of Transaction fee through NEFT in favour of MSTC Limited.	3 (Three working days) before the last date of closing of E-tender.
h. Date of pre-bid meeting	December 18, 2024 11:00 AM
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a>	December 18, 2024 05:00 PM
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	January 12,2025 02:00 PM
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) & Part-II Price Bid.	January 13, 2025 03:00 PM
l. Validity of tender	90 days after opening of Technical Bid

Amendments / Corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.

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

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## Section I

### **Important Instructions Regarding E-tender**

This is an e-procurement event of Reserve Bank of India, New Delhi. 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><b>Process of E-tender:</b></p> <p><b>A) Registration:</b> 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, NEW DELHI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a></b></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt. Depts → RBI 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, NEW DELHI, (before the scheduled time of the e- tender).</p> <p><b>Contact person (MSTC):</b></p> <p><b>Centralized Help desk: 033-22901004</b></p> <p><b>NRO Help Desk, Phone Number: 01123212357, 01123215163, 01123217850</b></p> <table><tr><td>1) SHRI VICKY KUMAR SINGH, DM</td><td>nrofin1@mstcindia.in</td><td>01412742208</td><td>27</td><td>9831812009</td></tr></table> <p>2) Ms SUPRIYA ROY CHOWDHURY</p> <p>Deputy Manager (E-commerce)</p> <p>Landline- 033-23400000</p> <p>Email- <a href="mailto:ecomm4@mstcindia.in">ecomm4@mstcindia.in</a></p>				1) SHRI VICKY KUMAR SINGH, DM	nrofin1@mstcindia.in	01412742208	27	9831812009
1) SHRI VICKY KUMAR SINGH, DM	nrofin1@mstcindia.in	01412742208	27	9831812009					

3) Mr Mr MANOJ KR. DEEPAK

Deputy Manager (NRO)

Mobile no: 9893243100

Email: [nroopn6@mstcindia.in](mailto:nroopn6@mstcindia.in)

4) Mr PUSHKAR HAJELA

Assistant Manager (NRO)

Mobile no- 8277567732

Email: [nroopn17@mstcindia.in](mailto:nroopn17@mstcindia.in)

**Contact person (RBI New Delhi):**

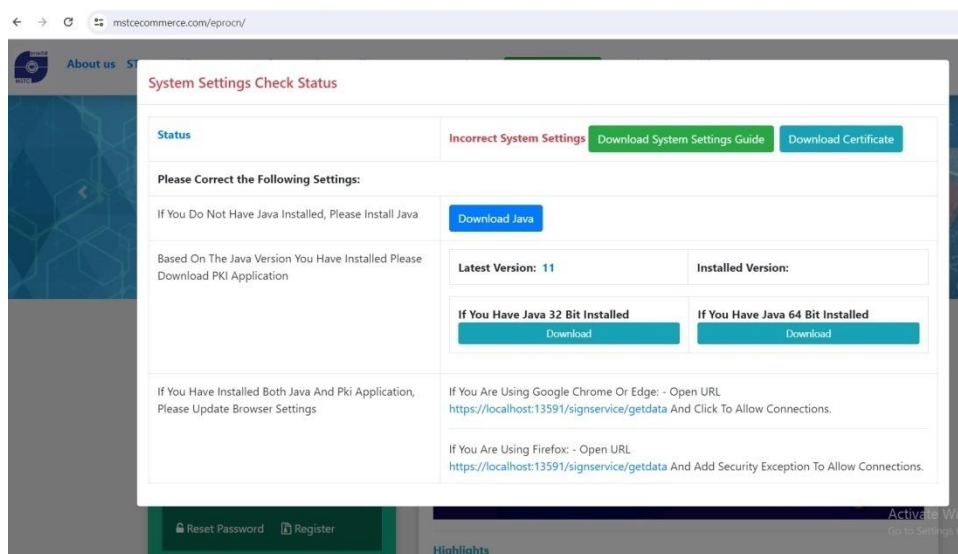
**1. Shri Basab Bhattacharya (Admn.) Ph.- 011 23717567**

**2. Shri Deepak Singh Rajput (Tech.), Ph. -011 23353075**

**B) System Requirement:**

Vendors are required to register themselves online with [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)  
Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration Guide.

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



2. (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, NEW DELHI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them (if date of opening of part 1 and part 2 are not same).

**Note:**



	The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b><u>Special Note towards Transaction fee:</u></b> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.</p> <p><b><u>Transaction fee is non-refundable.</u></b> A vendor will not have the access to online e-tender without payment of the transaction fee.</p> <p><b>NOTE:</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid</p>
5.	<p>Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank Of India, New Delhi as advised in the NIT.</p> <p>Vendors are instructed to use <b><i>Upload Documents</i></b> 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 <b><i>Attach Document</i></b> link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI New Delhi and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, NEW DELHI 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).
7.	(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

	<p>to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</b></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 <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a> of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p>Note: Vendors are instructed to use Upload Documents link in My menu to upload documents in document library .Multiple documents can be uploaded .Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender .Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents .For further assistance please follow instructions of vendor guide.</p> <p>a) Bidder)s (need to submit necessary EMD, E-Tender fees )If ANY (and Transaction fee separately for the e-tender .Transaction fees if any are non-refundable .No interest will be paid on EMD .EMD of the unsuccessful bidder)s ( will be refunded by RBI.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>The bidder)s (who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website  <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →New Common Portal →Bid Floor Manager →live event →Selection of the live event →Transaction fee-&gt;Common terms-&gt;Attach Documents-&gt;Price Bid .</p> <p>Please Note:The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.</p> <p>c) First the vendor needs to fill up the Commercial specification if any and save it . Then the vendor should fill up the Techno-commercial bid .After filling the Techno-Commercial Bid, bidder should click 'save 'for recording their Techno-</p>

	<p>Commercial bid .Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save ”to record their price bid .Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the “Final Submission ”button to register their bid</p> <p>NOTE - :After clicking the final submission “Delete bid” option would be shown .If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.</p> <ul style="list-style-type: none"> <li>d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</li> <li>f) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above .</li> <li>g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder .Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work .Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</li> <li>h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system .</li> <li>i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof .</li> <li>j) No deviation of the terms and conditions of the e-Tender document is acceptable .Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the e-Tender.</li> <li>k) Unit of Measure )UOM (is indicated in the e-tender Floor .Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document .</li> </ul>
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, NEW DELHI 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 <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a> of MSTC Ltd.

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 of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

## Section II

### Form of Tender

Place \_\_\_\_\_

Date \_\_\_\_\_

Regional Director,  
Reserve Bank of India  
New Delhi – 110 001

Dear Sir,

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

### MEMORANDUM

(a)	Description of works	Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi
(b)	Estimated cost of work	<b>₹ 49,34,553 /-</b> (Rupees Forty nine lakh thirty four thousand five hundred fifty three Only)
(c)	Mode of payment	As per Section IV, clause 14 General Instructions to Contractors and General Conditions of Contract.
(d)	Earnest Money Deposit (EMD)	<b>₹98,691/-</b> through only NEFT in favour of Reserve Bank of India New Delhi in the account no. 186003001 & IFSC – RBIS0NDPA01 on or before the date given in NIT. (To be deposited by all the participating tenderers on or before 12:00 PM on January 12, 2025.)
(e)	Validity of quoted rates	<b>The quoted rates shall be valid for a period of one year.</b>  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 revised CLC rates by GOI.

(f)	Performance Guarantee	<p>Bank Guarantee of <b>5% of Contract Value, shall be submitted by the successful bidder</b> in the prescribed Bank's format before start of work at site and same shall be released after successfully completion of work.</p> <p>While renewal of the contract, the successful tenderer / bidder shall furnish an amount equal to 5% (Five percent) of the renewed contract value in the form of a Performance Bank Guarantee (PBG).</p>
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2. I/we undertake to offer my/our services in conformity with scope/nature of work and the Terms and Conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
3. Should this tender be accepted, I/we hereby agree to abide by and fulfil 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 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 deposit valid during the entire period of validity of Tender, as per enclosed Proforma.
5. I/We have deposited a sum of **₹98,691/-** as earnest money with the Bank, which amount shall not bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India, New Delhi.
6. I/We, do here by declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither been suspended / delisted /disqualified by any organization including Reserve Bank of India for any reason nor any such proceedings are pending or contemplated. I/We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.
7. The Tender is submitted in two parts, i.e; Part I and Part II. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the Price in the Bank's E-Tender proforma.
8. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to Reserve Bank of India, New Delhi verifying any or all the information furnished in this document with the concerned authorities, if necessary. Further, I/we have no objection to the Bank, in conducting site visits, for inspection of establishments/similar services maintained by us.
9. 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 \_\_\_\_\_ 2025.

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 \_\_\_\_\_

\_\_\_\_\_

### **Section III**

#### **Articles of Agreement**

The Contract is made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, having its Office at 6, Sansad Marg, New Delhi-110001 (hereinafter called "the Employer") of the one part and

Ms/ \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work " Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi " as indicated in the scope of work and /or in work order.

AND WHEREAS the parties are desirous of recording the terms and conditions or upon which said services are to be rendered by the contractor.

#### **A. NOW IT IS HEREBY AGREED AS FOLLOWS:**

- a) This agreement will come into effect from ----- and will remain in force up to ---  
----- or unless it is terminated as per the terms herein after contained.
- b) The charges of ₹----- (Rupees-----  
----- only) covering the cost of supervision, manpower, consumable and materials (materials means consumable fixtures, tools, threads/safeda etc. however, new fittings & fixtures shall be arranged at Bank's SARs/market rates unless otherwise stated in detailed scope of work) for efficient rendering the Facility Management (FM) shall be payable on **monthly basis** subject to submission of bill / invoice. 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.**
- c) The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- d) The above charges also include Insurance Charges, GST 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 Tax as applicable
- 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 workout on pro rata basis as per Central Government 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. Other penalty clause will be as per detail scope of work mentioned in Section-VII of this tender.

#### **B. Services to Be Rendered by the Contractor:**



The contractor shall:

- Ensure that he deploys well presentable, trained 01 Technical Supervisor, 02 Wireman with 02 helper, 02 Plumber with 2 helper and 02 Carpenter with 1 helper in uniform (summer and winter uniform) and identity card, who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works. Contractor must carry out medical check-up and treatment of the workmen in case he shows any signs of illness.
- Contractor shall carry out all the work as per detailed scope of work mentioned in Section-VII of this tender.
- Be responsible and liable for payment of salaries, statutory minimum wages as per "Minimum Wages published by the office of Labour Commissioner (C), Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner ( c), New Delhi" 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.
- Ensure that all persons employed by him, for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- Ensure that his employees, while in the premises of the Banks colony or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ Employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- Personally, and exclusively supervise the work of his employees to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and necessary for fulfilling contractor's obligations.
- Be liable for any damage caused to the bank 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.
- The contractors shall follow security rules and regulations of the Employer, including work permissions/ gate passes etc. The contractor shall arrange to get police verification done for all the staff deployed at Employer's premises before engaging them for the work.
- Supply identity cards, uniform to his/ her employees or agents who shall be doing the subject job at the Bank's colony premises. All the employees and agents should bear the identity card for all the times while they are working in the Bank's premises.

### **C. Termination of Agreement:**

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

- a) In the opinion of the Bank (which shall not 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) The contractor commits a breach of any terms and conditions of this agreement and/ or
- c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
- d) 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.
- e) The Bank implements integrated facility management in the Colony.

2. 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.

**3. The Bank may discontinue the AMC contract without any reason by giving intimation.**

#### **D. Stamp Duty**

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.

**E.** The contractor shall ensure compulsory payments of Minimum Wages, Employee's State Insurance (ESI) & Employee Provident Fund (EPF) enforceable by law to the workmen employed by him/ her/ them. The payment of Minimum Wages, ESI & EPF contribution are mandatory to all contractor(s) who are participating in this tender. Contractor must quote rates keeping in mind revision of minimum wages by the Government during currency of the contract.

**F.** 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.

**G.** The several parts of this contract have been read by the contractor and fully understood by the contractor.

**H. Non-Disclosure:** - 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.

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.** All payments by the Employer under this Contract will be made only at New Delhi.

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

**K.** 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.

**L. 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

**M.** 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.

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

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

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 hereinabove written.
If the contractor is a partnership or an individual. 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 duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.
--	--

**Signature Clause:**

**Signed and delivered by Reserve Bank of India, New Delhi**

**(Name and Designation)**

**In the presence of:**

**Witnesses:**

1. \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**If the party is a Partnership firm or individual:**

**(Name and Designation)**

**In the presence of Witnesses:**

1. \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

**Address:** \_\_\_\_\_

## Section IV

### General and Special Conditions and Instructions to Tenderers

**(To be read in relevance to E-Tendering process only)**

#### **1. Issue and Submission of Tender**

Participation in this tender will be allowed only to the Banks empanelled contractors in relevant category, who have experience in related trades like civil works including plumbing, carpentry and electrical works.

**2. Tenders for “Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi” “Part I” and/or “Part II” as the case shall be uploaded through **MSTC website** before **17:00 hours on December 13, 2024**. Last date of filling the online tender shall be January 12, 2025 on or before 14:00 hrs.**

#### **3. Part-I Technical & Commercial**

3.1 Part I shall contain the unpriced tender consisting of scope of works as specified and documents and commercial terms and conditions. Earnest Money shall be submitted through NEFT only.

3.2 Part I of the tender as submitted shall contain the following:

- a) Earnest Money Deposit (EMD) shall be deposited through NEFT in favour of Reserve Bank of India, New Delhi in the Account No. **186003001** & IFSC- RBIS0NDPA01 on or before the date given in NIT.
- b) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- c) List of deviations, if any, in commercial terms and conditions.
- d) List of deviation, if any, in technical specification.
- e) Any other technical information the tenderer wishes to furnish.
- f) Performance Guarantee as stated in the “Memorandum”

3.3 The Tenderers are advised to visit the **Bank’s Officers’ Colony, Vasant Vihar and Staff colony Sarojini Nagar, New Delhi** and acquaint themselves of the site conditions and scope of work before quoting their rates.

3.4 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.

#### **4. Part II – Price-Bid**

- 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-I and Part-II of tender and shall be firm and binding for 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.

5. Tenderers must visit the colony, understand scope of work before quoting the rates.

## 6. Opening of Tender

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

## 7. Scope of Work

The scope of work shall include the following:

### **a) For Vasant Vihar Colony-**

The contractor is advised to visit the site before quoting their rates to assess the quantum of work:

**Making available the services well experienced, presentable and trained 01 technical supervisor (common for both the colony i.e. for Vasant Vihar and Sarojini Nagar),** 01 Wireman with helper, 01 plumber and 01 Carpenter and **01 Helper common for carpenter & plumber** in uniform (summer and winter uniform) and identity card at **Bank's Officers Colony, Vasant Vihar, New Delhi** as per the detailed scope of work as stated in this contract. The charges quoted shall be inclusive for deputing experienced and well-dressed maintenance staff at the quarters for **7 days working in a week with 8 hours working in a day for wiremen and its helper & 6 days working in a week (6 days working and one day off) with 8 hours working in a day for others.** The working hours (tentatively from morning 9:00 am to 6:00 pm, with one hour lunch break) to be mutually agreed upon as decided by the Bank. However, for the emergency works, the contractor staff/labour have to continue to work till the completion of emergency work for which no extra payment shall be made to the Contractor. **Working hours of Wireman & helper shall be in split duty (preferably 9:00 AM to 1:00 PM & 4:00 PM to 8:00 PM or to be mutually agreed upon as decided by the Bank.**

### **b) For Sarojini Nagar Colony-**

The contractor is advised to visit the site before quoting their rates to assess the quantum of work:

**Making available the services well experienced, presentable and trained 01 technical supervisor (common for both the colony i.e. for Vasant Vihar and Sarojini Nagar),** 01 Wireman with helper, 01 plumber with 01 helper and 01 Carpenter and **01 Helper** in uniform (summer and winter uniform) and identity card at **Bank's Officers Colony, Sarojini Nagar, New Delhi** as per the detailed scope of work as stated in this contract. The charges quoted shall be inclusive for deputing experienced and well-dressed maintenance staff at the quarters for **7 days working in a week with 8 hours working in a day for wiremen and its helper & 6 days working in a week (6 days working and one day off) with 8 hours working in a day for others.** The working hours (tentatively from morning 9:00 am to 6:00 pm, with one hour lunch break) to be mutually agreed upon as decided by the Bank. However, for the emergency works, the contractor staff/labour have to continue to work till the completion of emergency work for which no extra payment shall be made to the Contractor. **Working**

**hours of Wireman & helper shall be in split duty (preferably 9:00 AM to 1:00 PM & 4:00 PM to 8:00 PM or to be mutually agreed upon as decided by the Bank.**

**Note: - Abovementioned workers shall only carry out facility management work as mentioned in detail scope of work in section VII of this tender.**

- c) The maintenance staff should report daily to the Caretaker of the concerned colony. The charges/rate quoted should include wages to staff as per minimum wages act, ESI & EPF contribution, Insurance, transportation charges, providing and maintenance of kit containing all tools related and necessary to execute the work, cleaning materials required for the satisfactory performance of work, incidental charges, contractors profit, providing winter and summer uniform & I-card to all staff.
- d) In addition to the day to day maintenance work of plumbing, carpentry, electrical works of the entire staff colony, it is also necessary to attend all the complaints to be received from the residents of the colony to avoid any inconvenience to the occupants
- e) Reporting faults to the respective manufacturers/firms who are maintaining other equipment's like, pumps, water purifiers, Gym equipment, OWC 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.
- f) Liaison with local authorities of electric supply, water supply, fire authorities, drainage and sewage system etc. for reporting failures.

**8. The rate quoted in BOQ shall also include the cost of following works:**

- a) Necessary adhesive, nails, screws, adhesive tape, threads / safeda, washers for CP fittings, cleaning materials and accessories like duster, buckets, brush etc. for Cleaning, Carpentry, Plumbing & Sanitary work etc including the cost of tools & plants, etc. including all mention above in broad scope of work.
  - b) Work shall be carried out at all height; no extra payment shall be paid for scaffolding etc.
  - c) Contractor shall provide all safety equipment's to the workers and all workers shall be present in dress code with I-cards during performance of work at site.
  - d) Consumables like tapes, nuts, bolts, glands/thimbles, lead wires etc. for electrical works.
9. Payment to contractor shall be made on **monthly basis** subjected to the submission of bill by Contractor. If the contractor fails to maintain the colony, properly with the instructions of the Bank for carrying out necessary corrections within a reasonable period as specified, the Bank, at his discretion will encash the performance bank guarantee if any, indicated in the tender and terminate the contract without assigning any reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may.

**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. Evaluation Criteria**

11.1 Price bid shall be opened through online mode after due fulfilment of conditions as per Part-I of the tender. Evaluation of tender will be carried out on basis of lowest price bid. However, the Bank is not bound to accept the lowest or any tender or to assign any

reason for non-acceptance. The Bank may terminate the contract at any time without assigning any reason thereof.

11.2 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) and Security Deposit (SD) during contract period**

12.1 All participating tenderers shall submit Earnest Money Deposit (EMD) of a sum of **₹98,691 /-** through only NEFT in favour of Reserve Bank of India New Delhi in the account no. 186004001 & IFSC – RBIS0NDPA01 at or before 12:00 PM on January 12,2025.

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. **A tender which is submitted, without payment of EMD or not accompanied by BG in lieu of EMD will not be considered. No interest will be paid on EMD.** The vendors who do not qualify the requirements of pre-qualification criteria will be refunded/returned the EMD, without interest, on non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II shall also be released to them, without any interest, after award of work.

Earnest Money deposited by the successful tenderer shall be refunded by the Bank immediately after the work has been awarded and a Performance Bank Guarantee for the specified amount is obtained from the successful tenderer.

**12.2 On award of contract, the successful tenderer/bidder shall furnish an amount equal to 5% (five percent)** of the accepted contract value in the form of a Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (which may be submitted along with letter of acceptance) towards Security Deposit (SD) for the due fulfilment of the contract. This Performance Guarantee towards security deposit shall be valid for the entire contract period.

13.2 While renewal of the contract, the successful tenderer / bidder shall furnish an amount equal to 5% (Five percent) of the renewed contract value in the form of a Performance Bank Guarantee (PBG).

12.3 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 Bank.

- a) Payment will be made on monthly basis, against the printed bill which should be properly signed by the authorized signatory with proper stamp as used by the Contractor. The should be attached with the work slip, proof of salary transfer(Bank Statement etc.) to the workers and any other documents required by the Bank for establishing quality of work or for complying statutory directions of government.
- b) The contractor shall maintain proper records of the attendance sheet, payment of wages, EPF, ESI etc. of the persons so deployed for the work and shall on demand furnish copies/proof of wage register/muster roll, Banks transactional



details, Banks pass book copy, proof of EPF & ESI submission of each employee etc. to the Bank for having paid all the dues to the persons deployed by him for the work under the contract.

- c) The contractor shall ensure compulsory payments of Minimum Wages as per Government of India, Ministry of labour and employment, Employee's State Insurance (ESI), Employee Provident Fund (EPF) contribution and bonus enforceable by law to the workmen employed by him/ her/ them. The payment of Minimum Wages, ESI & EPF are mandatory to all workers under this Contract. (Photocopy of ID Card/Proof of ESI of all the employees). The Contractor shall ensure to deposit the photocopies of the passbook of the PF deposit in the account of the employees.
- d) It is mandatory for the Contractor to have ESI, EPF & GST registration.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work mentioned in section VII of this tender and terms and conditions of the contract. However, in case any deficiency in services such as non-use of approved materials, 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 workout on pro rata basis 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 included Goods and Services tax, local levies, etc., imposed by Central/State Government / Local bodies. If the Tenderer fails to include such taxes and duties in the Tender amount, no claim thereof will be entertained by the Bank afterwards. As per Indian Laws, income tax will be deducted at source and a certificate for the same will be issued to the Contractor.

- 15. The contractor shall be liable for the payment of minimum wages as per **per Government of India, Ministry of labour and employment** and all other dues to the staff deployed which they are entitled to receive under the various labour laws and other statutory provisions. **The contractor shall maintain proper records of the payment of wages, etc. to the persons so deployed to the Bank and shall on demand furnish copies of wage register/muster roll, etc. to the Bank for having paid all the dues to the persons deployed by him for the work under the contract.** This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of Bank, New Delhi in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time regarding payment of wages, wage period deductions from wages, maintenance of wages book, wage slip, publications of scale of wages and terms of employment and submission of periodical returns. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, etc. Further, there shall not be any hidden charges in the wages, being paid to the staff deployed.
- 16. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India, New Delhi indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-

compliance of the aforesaid statutory provisions. The Bank will not be responsible for any accident, injury caused to any staff of the Contractor deployed to the Colony, during their duty/off duty and thus the staff will not be entitled for any compensation from the Bank. Under the circumstances of the contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Reserve Bank of India, New Delhi shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment and Security Deposit.

- 17.** The contractor shall deploy his staff in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall arrange to provide reliever, who is equally qualified, in case of absence/leave/off etc of staff. The contractor shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incurred, he shall without prejudice to any other liability pay to the Reserve Bank of India, New Delhi, a sum as may be claimed by any person/client.
- 18.** The contractor shall be required to maintain permanent attendance register/roll within the building premises either manually or through biometric access system, installed at the Colony which will be open for inspection and checking by the authorized officers of the Bank. The contractor shall ensure that the required number of staff is deployed for duty on every day. In case of absence of any person suitable substitute arrangement, at no extra cost to the Bank, shall be made by the contractor, failing which appropriate deductions shall be made from the payment due to the Contractor. Penalty on pro-rata basis as per the quoted rates will be levied in case of shortfall of persons deployed.
- 19.** The contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the 'Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948". Contractor has to deposit the ESI & EPF contribution preferably locally in Delhi only and he has to ensure that all his employees are given ESI Card and EPF Card.
- 20.** The contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at Colony in their respective names before submitting the bill for the subsequent month.
- 21.** The contractor shall submit copy of government approved identity card and details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the staff of the contractor deployed for the work, the contractor shall issue identity cards bearing their photographs/identification, etc, and such employees shall display their identity cards at the time of duty.

22. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the Banks Colony.
23. The Contractor shall agree and undertake that the staff/ service provided by the staff, deployed by him/her to the Bank, shall be to the entire satisfaction of the Bank and the Contractor should make it clear to the staff that they are employees of the Contractor and they shall have no claims against the Reserve Bank of India and the Bank shall not be liable to wages , salary, compensation and any statutory benefits due to the staff under the labour laws and other litigations and the Contractor shall be responsible for providing such amenities as admissible under the law/rules/service conditions to the staff deployed by the Contractor for providing IFMS service to the Bank.
24. The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Reserve Bank of India, New Delhi shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on Reserve Bank of India, New Delhi in respect of staff deployed by him.
25. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel in consultation with the authorized representative of the Bank. Subsequently, the contractor shall review the work assigned from time to time and advise the Bank, for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Bank or the Officer/s designated by the Bank in this respect from time to time.
26. The Contractor shall ensure that no employee of his/her company/agency/firm will enter or remain in the Colony premises beyond the specified time limits unless necessary for fulfilling the company/agency/firm's obligations and with the permission of the Bank.
27. The contractor shall keep the Reserve Bank of India, New Delhi indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to settle/contest the same. In case Reserve Bank of India, New Delhi is made party and is supposed to contest the case, the Bank will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the contractor to Bank on demand. Further, the contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep Reserve Bank of India, New Delhi indemnified in this respect.
28. The contractor shall further keep the Reserve Bank of India, New Delhi indemnified against any loss to the Bank's Colony property and assets. The Reserve Bank of India, New Delhi shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

29. The Bank shall deduct income tax at source in accordance with the statutory provisions as applicable as and when the Central Government notifies through Gazette Notification or orders or as per the provisions of Income Tax Act from time to time and such deductions shall be effected from the date of applicability of the provisions.
30. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Regional Director, Reserve Bank of India, New Delhi. In the event of any question, dispute / difference arising out of this contract or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Regional Director, Reserve Bank of India, New Delhi or his nominee.
31. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, Reserve Bank of India, New Delhi shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor
32. The Arbitrator may give interim awards and/or directions, as may be required. Subject to the provisions of the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
33. During the period of agreement, the contract may be terminated by the Regional Director, Reserve Bank of India, New Delhi, by giving one month's notice or on payment of one month's charges in lieu thereof. Also, the contract may be renewed with mutual consent of both the parties for a further period of two years or other shorter periods, beyond the initial contract period of one year.

**34. Termination of Contract by the Employer**

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

Or

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

Or

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

Or

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

Or

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

Or

if the Employer determine that the Contractor

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

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

### **35. Termination of Contract by Contractor**

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

**35.2** In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

### **36. Right of Employer to terminate Contract in the event of death of Contractor, if individual**

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

### **37. Signing of Contract Agreement**

**37.1** 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.

**37.2** 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 acquaint himself/themselves to each page of the tender documents and having acquainted in the general conditions of contract, Technical specifications, etc.

**37.3** On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. 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 contract is or is not subsequently executed.

**37.4** The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

**38.** 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.

**39.** 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 subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein

**40. Language**

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

**41. 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.

**42.** The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

**43.** The successful tenderer is bound to carry out all the works based on SARs/market rates (i.e. for carpentry, plumbing and electrical works) of the Bank.

**44. 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

**45. 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.

#### **46. Force majeure**

(a) If at any time during the continuance of this agreement, the performance in whole or part, is delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock-outs or acts of god (hereinafter referred to as Event) provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after the event has come to an end or ceased to exist; provided further that if the performance in whole or part of an obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 180 days, either party may exercise its option to terminate the agreement.

(b) During the continuance of any such event, each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

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

**48.** The contractors shall follow security rules and regulations of the Employer, including work permissions/ gate passes etc. The contractor shall arrange to **get police verification** done for all the staff deployed at Employer's premises before engaging them for the work and submit their verification report to the Bank.

**49. Safety Measures- Contractor have to maintain and follow safety measures as mentioned below:**

a) Contractor should regularly provide face masks, hand gloves to the workers.



- b) First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
  - c) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
  - d) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
  - e) 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.
  - f) The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
  - g) 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.
  - h) No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
  - i) Workers employed on mixing and handling materials (such as asphalt, cement, mortar or concrete, lime mortar, cleaning materials etc.) shall be provided with protective footwear and rubber hand-gloves.
  - j) Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
  - k) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - l) Suitable face masks 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.
  - m) Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
  - n) 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.
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## Section V

### The Conditions Hereinafter Referred To

#### **1 Interpretation Clause**

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

- |     |   |  |
|-----|---|--|
| (a) | “Employer”  | Shall mean The Reserve Bank of India and shall include its assigns and successors.   |
| (b) | “Contractor”<br><br>(in the case of a partnership)<br><br><br>(in the case of individual)<br><br><br>(in the case of Company) | “Contractor” shall mean _____ and _____ trading 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.<br><br>“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.<br><br>“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.   |
| (c) | “Site”  | Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.  |
| (d) | “This Contract”   | Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.  |
| (e) | “Banks Engineer”  | The term “Bank's Engineer” shall mean the person appointed and paid by 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 nor any representative of the Bank shall 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 of the Bank's Engineer with the prior concurrence in writing of the Employer.<br>The Bank’s Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative |

- of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative 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. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.
- (f) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.
- (g) "Act 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.
- (h) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (i) "The works" Shall mean the " Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi " for the Employer at New Delhi as provided herein.

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

## **2. Schedule of Quantities & Agreement**

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

## **3. Contractor to provide everything necessary at his cost**

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

Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

**4. Authorities, Notices and Patents**

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

**5. Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the SARs (plumbing, carpentry and 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.

**6. Dismissal of Workmen**

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

**7. Access to Works**

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

**8. Assistant Manager (Tech)/Manager (Tech)**

The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge

or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer. The Assistant Manager (Tech)/Manager (Tech) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

## **9. Assignments and Sub-letting**

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

## **10. Sufficiency of Schedule of Quantities**

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

## **11. Insurance Clause**

- 11.1 The Contractor shall be responsible 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.

- 11.2 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.
- 11.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party 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-Contract or 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 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 take "All risk policy" for the contract value and "Workmen Compensation Policy" for all the workers engaged in the work for one year, renewable thereafter, if the contract is renewed by the Bank. The Contractor shall indemnify the Bank against any loss or damage that occurs to persons or building or any third party. Third Party Liability in Contractor's all risk policy shall be minimum Rs.5.00 Lakh per person for any one accident or occurrence and Rs.10.00 Lakh in respect of damage to property for any one accident or occurrence. Copies of the same shall be submitted to the Bank.

Note: - The policies should be taken in the joint names of the Employer (i.e. RBI, New Delhi) and the Contractor (name of the former being placed first in the policy) against such risks. These policies shall be valid from commencement of the contract till the completion of the contract. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the Contractor

The contractor shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to Bank and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of this contract. The contractor shall furnish a certificate every quarter regularly to the Bank that they are complying with the provisions of all statutes and rules applicable to them.

- 11.4. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs,

charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.

- 11.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

**12. Failure by Contractor to comply with Employer's instructions**

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

## **Section VI**

### **Commercial Conditions**

<b>Sr. No.</b>	<b>Description</b>	<b>Ref. Clause No.</b>	<b>Bank's Terms</b>
1	Validity of tender	Section-IV, CI-10	90 days from date of opening of Part-I of the tender.
2	EMD	Section-IV, CI-12.1	<b>₹98,691/-</b> shall be deposited through NEFT in favour of Reserve Bank of India, New Delhi by all the participating tenderers
3	Terms of payment	Section-IV, CI-13	Payment shall be made on <b>monthly basis on submission of bill</b> . A statement for material consumed along with bills shall be prepared separately
4	Technical /commercial specifications	Section- IV to Section- VII	As per specifications in Part I of the tender and Part-II Price Bid of the tender.
5	Termination of contract / Penalties	Section-IV, CI-34 Section-IV, CI-13 (e)	Penalty & termination of contract shall be applicable as per the relevant clauses of contract.
6	Performance Guarantee	Section IV, CI. 12.2	5% of accepted annual contract amount in the form of Bank Guarantee.
7	Insurance Clause accepted	Section V, CI – 11	All risk policy & Workmen Compensation policy.

**NOTE: Part II should not contain any terms and conditions but only Priced Bid / Bill of Quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.**



## Section VII

### Detailed Scope of Works

**Name of work: Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi**

**Area of work:**

**A) For Vasant Vihar Colony**

**The Bank's Officers' Colony at Vasant Vihar, New Delhi** comprises of 92 flats, 5 Single room accommodations, dispensary, caretaker's office, community hall, Gymnasium etc. This work is the facility management for the entire colony which includes all types of routine, preventive, periodical and break down maintenance works generally of the following nature:

- (a) Electrical installations
- (b) Plumbing and sanitary installations
- (c) Carpentry work

#### **Details of flats and other area-**

S. No.	Flats Details	Nos.
a	Regular flats in 12 Nos. 4 storyed buildings	92
b	Single Room accommodations 1 No. 4 storeyed building	5
c	Gymnasium:	1
d	Dispensary:	1
e	Welfare Office	1
F	Engineer's Office	1
G	Caretaker Office/ Enquiry Office	1
H	Caretaker's Store	1
I	Community Hall	1
j	Community Hall & its surrounding area	
<b>Roads, common area other than lawn area, surrounding area of residential flats, parking area and garages.</b>		
NOTE: 1. Above status may inter-change, however overall no. of flats will remain the same.		

**1. Details of Total Manpower to be engaged** - Contractor shall deploy one experienced Supervisor along with skilled/semiskilled/unskilled labour(s) as stated under. The supervisor shall carry active mobile phone available at site for taking instruction from Bank's Engineer / Colony Caretaker and supervise the work at site and deploy minimum manpower as under-

Sr. No.	Manpower	Weekly Duty
1	Highly Skilled Supervisor (Common for both colonies i.e. Vasant Vihar and Sarojini Nagar)-01 No	6 days of the week and one day weekly off preferably on Monday
2	Skilled Wireman- 01 no	7 days of the week with one day reliever
3	Wireman Helper- 01 no.	7 days of the week with one day reliever
4	Experienced Plumber-01 no.	6 days of the week and one day weekly off preferably on Tuesday
6	Experienced Carpenter-01 no.	6 days of the week and one day weekly off preferably on Wednesday
7	Carpenter and Plumber Helper- 01 no.	6 days of the week and one day weekly off preferably on Thursday

### **B) For Sarojini Nagar Colony**

**Area of work:** Bank's Sarojini Nagar Staff Quarters (320 flats in two storeyed buildings) are constructed in 12Acre (approx.) land area located at New Delhi in which FMS for Plumbing & Sanitary, Carpentry and Electrical maintenance must provide for **258** flats having Dispensary, Caretaker's Office cum Store, Official s' Office, Crèche, Co-Operative Store, Residents' Welfare Association Office, Gymnasium, Table Tennis area, Single Room accommodations, etc. This work of Facility Management Services for the entire Sarojini Nagar colony premises. which includes all types of routine, preventive, periodical and break down maintenance works generally related to Plumbing & Sanitary, Carpentry and Electrical maintenance of occupant flats, general and common area, backside area of flats, etc.

#### **Details of Flats and Other Area-**

S No	Brief details	No. of Flats
<b>1.</b>	<b>Residential Flats</b>	241 flat
<b>1.1</b>	Single Room Accommodations (SRAs)	8 flat
<b>1.2</b>	Gymnasium	1 flat
<b>1.3</b>	Dispensary	2 flat
<b>1.4</b>	Resident Welfare Association Office	2 flat
<b>1.5</b>	Engineers' Site Office with attached toilet	1 Unit
<b>1.6</b>	Table Tennis area	1 Unit
<b>1.7</b>	Caretaker Enquiry Office	1 flat
<b>1.8</b>	Crèche	1 flat
<b>1.9</b>	Caretaker Store	1 flat

<b>2.0</b>	Co-operative Store	1 flat
<b>2.1</b>	<b>Others</b>	

Accordingly, the contractor shall deploy **minimum manpower** to execute scope of work as per requirements on daily basis as under-

- |  |        |
|--|--------|
| a) Supervisor (Technically qualified and common for both colonies) | 01 No. |
| (b) Experienced Plumber  | 01 No. |
| (c) Experienced Carpenter  | 01 No. |
| (d) Experienced and licensed Electrician                           | 01 No. |
| (e) Helper to plumber  | 01 No. |
| (f) Helper to carpenter  | 01 No. |
| (g) Helper to Electrician  | 01 No. |

2. All labours and supervisor should report to the Colony Caretaker. The contractor shall provide services for 8 hours in a day for all 7 days in a week for Electrical work and 6 days in a week for others, where the working hours shall be mutually agreed with the Bank. However, in case of the emergency works, workers will have to continue work till the emergency is over. The weekly holiday should be given to the Wireman and helper by the Contractor with an alternative arrangement of reliever. Contractor shall consider charges for their reliever(s) while quoting rates under this contract.
3. Apart from complaint book, contractor shall also register himself and supervisor in COMMONFLOOR application for attending day to day complaints of the colony.
4. **Contractor shall maintain flatwise record of maintenance work carried out in each flat of the colony as per [Annexure XI](#) . The work includes day to day, periodic and renovation kind of maintenance work.**
5. Contractor shall make arrangement that all staff must wear uniform with identity card as detailed below:
  - (a) **Summer season:** - Shirt, full length trouser
  - (b) **Winter season:** - Shirt, full sleeves woollen jacket, full length trouser
6. **Fittings/ fixtures and other materials (excluding cost of minor materials as stated earlier) will be paid separately as per the Bank's SARs (Standard Approved Rates), market rates for Civil work and for electrical work Fittings/ fixtures (excluding cost of accessories) shall be paid as per market rate.**
7. In case of any person is found giving poor workmanship, disobeying instruction of the Bank and misbehaviour etc., and the agency will replace such person(s) from the work as directed by the Bank.
8. Electricity and water shall be given to agency at nearest available point free of cost by the Bank, but all the other arrangements have to be made by the contractor at their own.

**9. Agency is required to give prompt service. Contractor shall complete the complaint lodged in complaint book preferably complete in same day. However, for major repair work, agency shall complete the job as directed by the Bank. In case of inordinate delay beyond the stipulated time, Bank has a right to levy a penalty for each unattended complaint as stated in terms of payments.**

For emergency works, the contractor staff/labour have to continue to work till the completion of emergency work for which no extra payment shall be made to the Contractor.

The duties, services to be rendered and work timings of the various service personnel are broadly as under-

**10 (A) Supervisor cum Facility Manager- Common for both colonies (Overall in Charge):**

- (a) Duty Timing: - 9:00AM to 6.00 PM with one-hour lunch break (Duty hours will be decided as per Bank's convenience and as per extant labour rules).
- (b) Qualification: - Minimum diploma/degree in Civil/Electrical Engineering with at least three years' experience for Diploma holder and one-year experience for Degree holder. Shall have the working knowledge of measurement, quantity calculation and computer work.
- (c) Shall report to Caretaker of the colony for daily maintenance work of Plumbing, Electrical and Carpentry work.
- (d) Daily reporting to the Banks Engineer regarding the maintenance work carried out in the Colonies.
- (e) Assist Caretaker in making and maintaining inventory list of different flats during handing over and taking over of flats and maintain proper record in register.
- (f) Inspection of vacant flats of the colony for cleanliness, termite, broken window, general repairing etc. and maintain vacant flat inspection register.
- (g) **Contractor shall maintain flatwise record of maintenance work carried out in each flat of the colony as per [Annexure XI](#) . The work includes day to day, periodic and renovation kind of maintenance work.**
- (h) Daily checking of Complaint books kept at the Enquiry Office and carryout the maintenance work as early as possible by deploying Plumber, Carpenter and Wireman.
- (i) Should ensure that all electrical, plumbing & sanitary, carpentry etc are always in proper order through constant checking of the works carried out by the respective workers. If any damage is observed, the same shall be brought to the notice of Caretaker/AM (Civil/Electrical).
- (j) Daily routine checking of the entire colony premises including pump room, dispensary, common toilet, Gymnasium, OWC machine, community hall, etc.
- (k) Liaising and coordinating with the local municipal corporation, Jal Board, Electricity Department, MTNL and other local/government bodies regarding work in Colony.
- (l) Attending and coordinating day to day complains from the Residents of the Colony.
- (m) Supervising the maintenance works to the satisfaction of the Bank.
- (n) Carry out the measurement, quantity calculation of works as and when directed by the Banks Officials.
- (o) Checking the various Complaints register viz. Plumbing & Sanitary, Electricity, Carpentry, R.O/UV., General Civil complaints, Welding Complaints, Pest Control Services or any other complaint register and contact the concerned workers/agency for carrying out the work.

- (p) Apart from the abovementioned work, Supervisor must carry out any other maintenance related work of both Colonies assigned by the Bank.

**10 (B) Plumbing and Sanitary work (6 days in a week):**

Providing services of minimum one experienced plumber and one helper (common for carpenter and plumber) with required tools and consumables on all week days including Saturdays, Sundays and holidays (with one day weekly off, to be decided by the Bank) for attending sanitary and plumbing works of routine nature including preventive maintenance and breakdown repairs etc. **Working hours of Plumber & helper shall be in split duty (preferably 9:00 AM to 1:00 PM & 3:00 PM to 7:00 PM or to be mutually agreed upon as decided by the Bank.** Detailed scope of plumbing and sanitary work is as under: -

- I. Providing and making necessary arrangement to attend the plumbing and sanitary related routine/periodic/preventive maintenance/ breakdown. Maintaining the installation in serviceable, clean and hygienic conditions for proper habitation of bank's colonies including periodic cleaning of sewer lines/manholes/septic tanks, storm water drains, fountains etc. by deploying additional manpower as and when required without any extra cost
- II. Maintaining water meter reading register on daily basis & put up to Bank's officials.
- III. Attending complaints recorded in the complaint register / sent through e-mail kept at the office of caretaker will be checked daily and all complaints will be attended promptly. After satisfactory completion, the signature shall be obtained from respective resident and also as per the direction of Engineer-in-charge or his representative(s) such as replacement of washers, taps, valves and any other installations both inside and outside the buildings.
- IV. Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, coolers, electrical gadgets, whenever such electrical gadgets are required to be replaced/repared.
- V. Attending to defects and repairs in water supply mains, vertical stacks, sewerage and waste lines, pumping lines etc. at all levels. However, scaffolding, wherever necessary, charges will be paid to the contractor separately only after due approval from the Engineers of Estate office. The necessary scaffolding arrangement shall be made by the contractor himself.
- VI. Periodical check-up including repairs/replacement of gate valves, check valves etc., pipe lines in suction and delivery of pumps etc.
- VII. Maintaining all the installations/fixtures in each toilet/bathrooms/wash area etc. in operative/working condition.
- VIII. Removal of choking in all plumbing / sewerage lines, nahani traps, stacks at all levels, manholes fixing of grating etc.
- IX. Attending to the faults in main water supply / sewerage connections by liaising with Municipal corporation/Delhi Jal board officials, if necessary. The payment towards any statutory charges shall be paid by the contractor and the same shall be reimbursed by the Bank against submission of receipt of payment made to Local Authority.
- X. Monitoring of the water levels in the wells, sumps, overhead and underground tanks and keeping a record of the same on daily basis.
- XI. Attending to pre-monsoon works such as inspection and cleaning of storm water drains, rain water pipes, de-silting and cleaning of storm water drains (every six months), weep holes in the compound walls, removal of vegetation growth surrounding the pipe lines or on the terraces, sunshades and also removal of dry leaves / any other waste accumulated in the terrace or on the roof of car sheds / scooter sheds etc. and keeping the rain water Gutter/outlet free of any obstructions for free flow of rain water etc.
- XII. Cementing of joints of various drainages lines, gaps between wash basins, sinks and the walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floors

- and dados, including re- fixing the same with white cement and matching pigment.
- XIII. Re-fixing of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cistern, drain boards, towel rods, mirrors, glass shelves, soap holders, nahani traps, gratings and any other fixtures and fittings as existing in the properties including removal of existing fittings and fixtures without causing and damage. Grouting of new wooden gutties in cement mortar and re-fixing with new screws, removing where necessary.
- XIV. Disconnecting and reconnecting suction and delivery connected of water pumps whenever the pumps are required to be taken away for repairs /replacement. Removal of air locks from suction lines/delivery lines as and when required.
- XV. Cleaning the vegetation from the buildings wherever appeared once in a month or as and when required.
- XVI. Removal of debris collected to the plumbing work.
- XVII. No labor charges will be paid separately for any repair / treatment to walls/floor of bath rooms / toilets / kitchen for arresting the leakage due to erosion/deterioration joints of sanitary/water supply installations. The rates include the work of chasing, breaking the masonry/concealed water lines & replacing with new pipe/fittings & making good the damaged portion of wall/floor with mortar etc. The replacement of pipe will be paid as per measurement and approved rates. However, the finishing of the walls inside toilet with wall tiles/painting etc. shall be payable as extra if got done through the contractor with the approval of Engineer-in-charge.
- XVIII. The preventive maintenance of the sanitary and plumbing installations in addition to the routine maintenance / repairs shall be carried out as detailed below for which no extra will be paid. The rates quoted shall be inclusive of following preventive maintenance at regular intervals as listed under. Any additional labors /cleaners and the implements required for these tasks from time to time have to be provided by the contractor at no extra cost to the Bank.

Sr. No	Items of work	Periodicity at which this work is to be attended to
i	Cleaning of surface drains, rain water pipes, chajjas, terrace, Jallies and road gully, chambers and manholes.	Every six months and prior to Monsoons.
ii	<b>Drainage Chamber &amp; surface drains cleaning Work:</b> Carry out proper cleaning of entire surface drains, gully traps chambers, sewer chambers / manholes, open and covered drains, deep drains, etc., up to the connection of municipal corporation lines / chambers for entire premises of the colony including disposal of sludge, garbage's removed from the inside of the chambers / lines / drains etc., outside of the Bank Premises before onset of monsoon or as and when directed by the Bank Official.	Once in a year
iii	Servicing of all types of valves	Once in six months
iv	Inspection of terraces and common areas, etc. with regard to their condition and leakages etc. and report to the Bank's Engineer.	Once in quarter

v	Removal of mild growth on pipes, terraces of buildings	Once in six months
vi	Cleaning of water storage tanks (inside surface area) at all heights with coconut brushes, duster etc., removal of silt, rubbish from the tank and cleaning the tank with fresh water disinfecting with bleaching powder @ 0.5 gm per litre capacity of tank. Cleaning of underground water storage tank, small water storage tank of individual flats, caretaker's office, community hall etc. preferably in the month of March & September as per standard specifications or as directed in consultation with the caretaker. Underground water tank – 1 Nos. (1,20,000 litre) Overhead water tank – 1 Nos. (68,000 litre) PVC individual water tanks- 99 Nos. (750 litre each)	Once in six months
vii	Cleaning of Rain water harvesting pits. (there are 2 nos. rain water harvesting pits in the colony.)	Once in a year

Note: - All the above-mentioned work shall be carried out properly as per detailed procedure and as directed by the Bank. Any deficiency observed during or after the work viz. choking of sewage, drainage lines etc. will be rectified by the contractor at his own cost.

**XIX. Penalty Clauses:** Penalty for non-attending of works/absence of workers is as follows:

Sr. No.	Name of work	Penalty amount
1	Non-deployment of Supervisor/ worker	pro rata basis i.e. as per minimum wages (current) at any point of time
2.	Non- Cleaning of surface drains, rain water pipes, chajjas, terrace, Jallies and road gully, chambers and manholes	₹ 10,000 per occasion
3.	Non-cleaning of sewage chamber & line cleaning work of entire colony	₹ 30,000 per occasion
4.	Non- Servicing of all types of valves	₹ 5000/- per occasion
5.	Non-Cleaning of Under Ground/Over Head water storage tanks	₹10,000/- per tank per occasion
6.	Non-Cleaning of PVC water storage tanks	₹.100/- per tank per occasion
7.	Non- Cleaning of Rain water harvesting pits	₹ 2000/- per pit per occasion

#### **10(C) Carpentry work (6 days in a week):**

Providing services of one experienced carpenter and one helper (common for carpenter and plumber) with required tools and consumables on all week days from 9:00 AM to 6:00

PM (with one-hour lunch break) except one day weekly off which will be decided by the Bank for attending day to day complaints of carpentry work in the colony. Broad scope of work is as under: -

- I. Attending carpentry related routine/periodic/preventive maintenance/ breakdown works in respect to bank's residential colony. Maintaining the installation in serviceable, clean and hygienic conditions for proper habitation of bank's colony such as oiling/repairing/replacement of doors/windows/wooden/metallic items, gate, repairs to cloth hanging systems etc. including deploying additional manpower if necessary for name plates, numbers/ lettering boxes, modification of window opening /grill for air conditioner, other related works. as and when required without any extra cost.
- II. All the materials used for attending repairing work or new work related to carpentry shall be with Bank's approved make materials and the samples shall be got approved from the Bank's Engineer.
- III. The Contractor should note that the work/complaint should be attended and completed at the earliest (within one day time without delay from the date mentioned in complaint register) with least disturbance to the resident of colonies and work shall be carried out during day/night time in consultation with Engineer- in-charge or his representative. After satisfactory completion, the signature shall be obtained from respective resident.
- IV. The scope of work shall include repairing to wooden & aluminium doors/ windows shutters/ ventilators, easing, aligning the same in plumb, line and level, repairs to aluminium/ wooden curtain rods/ brackets, broken glass panes of door and window shutters, filling glass putty wherever required/ directed, fixing of new carpentry fittings/ fixtures. Oiling and greasing of all steel doors, windows, collapsible shutters, alligator shutters, main doors, hinges, etc., may be done on yearly basis, especially after monsoon.
- V. The replacement of new fittings/ fixtures shall consist of tower bolts, Al- drops, night latch, hinges, floor spring, door closer, drawer locks, handles etc. as approved by the Bank. The contractor shall also attend the works of setting up of all doors, minor repairs to floor springs/door closers, cabin locks, partitions, oiling of hinges/ drawer channels and any other carpentry fittings/fixtures, etc. as per complaints received from residents/caretakers.
- VI. Removal of debris created due to carpentry work to be taken and dumped in the corporation garbage bin or disposed of outside bank's premises at appropriate place as per statutory norms.
- VII. Replacement of broken glass panes of door and window shutters. Cost of material used other than stated earlier shall be paid as per the Bank's SAR.
- VIII. The complaints registered by the resident in the complaint book maintained with the Caretaker shall be checked daily and all complaints will be attended promptly and in sequences. After satisfactory completion of the work as per the complaint, the signature shall be obtained from respective resident or their representative and same shall be verified by care taker on the log sheet.
- IX. Fittings/ fixtures and other materials will be as per Bank's SAR for carpentry works.



#### **10(D) Electrical Works(7 days in a week):**

- (i) To attend and rectify defects in the Bank's Electrical & Telephone installation in all the flats, Engineers' Office, Caretaker Office, common area lights, Staircase lights, Organic Waste Converter(OWC), Gymnasium, Community hall, Pump room, Common area toilets, security cabins and Dispensary etc. within 24 Hrs from the time of registering the complaint. To attend and rectify the emergency electric complaint after regular hours, i.e., providing emergency service for Electrical fault for 24 hours.
- (ii) To depute skilled Government licensed wireman and helper every day (including Saturday, Sunday and all Holidays) four hours in morning and four hours in evening in the Bank's Vasant Vihar Officers' Colony and Sarojini Nagar staff colony. The exact timing will be finalized in coordination Colony welfare/ Caretaker/ Bank's Engineer. To provide respective reliever on the day of the weekly off of the skilled wireman and as well as helper. The wireman and helper shall report to the concerned Caretaker in the colony on all the days of the week.
- (iii) To check the level of distilled water in all the Inverter batteries and all the electric connections of Bank's Inverter in the colony. To supply and refill distilled water in the batteries. To clean the inverter cabinet, inverter and batteries. These activities are to be carried out once in a month. A separate report in the format given at [Annexure-I](#) shall be maintained for the checking the level of distilled water in the batteries and filling of distilled water in it, if required; checking of the connections to the batteries & inverters. The report is to be signed regularly from the colony Caretaker and copy of the same is to be submitted along with monthly Bill.
- (iv) To submit the photocopy of the license of the licensed skilled wireman posted in the colony to the colony caretaker and to this office. To submit the first monthly bill along with the acknowledgement duly signed and stamped by caretaker on the photocopy of the license of the licensed wireman. Contractor shall be responsible for their safety in case any mishap happens.
- (v) To provide all tools, machinery and accessories required for preventive maintenance / routine works, such as pliers, cutter, screwdrivers, spanner set, drilling machine, pipe wrench, meger, earth meger, broom, cotton waste, mulmul cloth, drill bit, screw, rawal plug, PVC insulation tape, water proof insulation tape etc. by the contractor. The Bank accepts no liability for any mishap / accident caused while working in the Bank's premises. The contract also includes some minor repair work and there shall be no separate payment made for the minor work such as repairing of Ceiling fan, exhaust fan, geysers (Kitchen as well as the Bathroom) and all motors, etc.
- (vi) To check all the earth stations and insulation resistance of cables and submit the test report for the same once in six months along with the bill. Penalty may be imposed according to the [Appendix](#). To water all the earth station once in a month and submit the report in [Annexure-V](#) and [Annexure -VI](#) along with monthly bill. To clean all common area lighting fixtures once in a month. Penalty might be laid according to the Appendix.
- (vii) To carryout regular / periodical maintenance and tightening of all electrical connections of MCBDB's and pump room starters/panels and submit the report to the concerned Bank's Engineer.

- (viii) To keep all electrical installations in up-to-date condition and complaints of any residents should not be kept pending. To clean all the electric meter room with the help of broom once in a month and keep the meter room in hygienic condition as per the Electrical Safety measures.
- (ix) To check all the safety (electrical and mechanical) of all the ceiling/wall/cabin fans and clean these fans once in a quarter and the report for the same as per ([Annexure-II](#)) shall be submitted along with monthly bill. To replace the faulty parts such as split pin, quarter pin, rubber bush etc (except fan motor and fan blade). Penalty may be imposed, if the required service report not submitted with the periodic bill according to the Appendix.
- (x) To register electric supply failure complaint with electricity authority and follow-up till restoration of electric supply (in the event of failure of electric supply of complete colony/common area including all staircase lighting).
- (xi) To maintain a register with colony caretaker for preventive maintenance in consultation with Manager/A.M / J.E. (Elect.).
- (xii) To carry out electric preventive maintenance of at least 10 nos. of flat in a month and submit the report duly signed by occupant and signed & stamped by caretaker along with monthly bill. Penalty may be imposed for the work of preventive maintenance in 10 nos. of flat per month is not carried out according to the Appendix. To carry-out the complete servicing of geysers([Annexure IV\(A\)](#) & [Annexure IV\(B\)](#)), Exhaust and ceiling fans once in a year. Separate reports shall be made for all the work according to the [Annexure III](#). Servicing and maintenance of the ceiling fan/exhaust fan/cabin fan are two different work, separate reports should be prepared and submit it along with the monthly bill.
- (xiii) All electrical accessories required for the replacement in the colony will be supplied by the Bank. To replace/ install tube light fittings/ street light fittings/ geysers/ ceiling fans/ exhaust fans/cabin fan/ wall fan/ pedestal fan/ CFLs/LED bulb & light fitting/s / fluorescent tube light/ PL tubes/ electrical switching material (accessories) supplied by Bank, using required hardwires like screw, rawal plug, anchor fastener, cord wire, PVC insulation tape, water proof insulation tape etc. provided by the Contractor.
- (xiv) To clean all solar panels installed on the roof top of the building before sunrise and after sunset every fifteen days and submit the report along with the periodic bill. ([Annexure VII](#))
- (xv) To record Solar meter reading located in colony daily as per the [Annexure VIII](#).
- (xvi) To assist caretaker in maintaining electric stock book and during dead stock reconciliation activity.
- (xvii) To obtain signature of complainant and caretaker in the complaint book after rectification of complaint. To write reason for incomplete rectification of complaint in the remark column of the respective complaint in the complaint book.
- (xviii) To report the pending complaint to caretaker in writing on the next day of the complaint register by complainant in the complaint register.
- (xix) To inform occupant to write to Bank directly for the additional work written in complaint book, which are not covered in the day today maintenance and specify it in the remark column.
- (xx) To report caretaker about any dispute between occupant and licensed skilled wireman/ helper posted in the colony.

- (xxi) To clean the floor area where repair work is carried out and remove the packing boxes of electric materials and insulation removed from wire after completion of the work and keep it in the colony common area dustbin.
- (xxii) To make entry in the separate register kept with main gate security guard post for each entry and exist of contractor's official (Including contractor).
- (xxiii) To obtain working pass from Bank for the contractor's official including licensed wireman and helper posted in the colony, for visiting the colony.
- (xxiv) To carry out only the work stated in the scope of work from the licensed skilled wireman and helper posted in the colony. Other works for which contractor is claiming separate bill shall not be carried from the licensed wireman and helper posted in the colony during the period stated in the BOQ. Contractor shall depute separate manpower for other work assigned by Bank for which he claims separate bill.
- (xxv) To obtain storage space for keeping tools and material required for day today maintenance in the colony from the colony caretaker. To handover the removed material to the colony caretaker and keep the record in the separate register of such things and obtain signature of the caretaker in the register.
- (xxvi) To assist Bank for licensing work with electricity authority. Bank will reimburse the fees deposited with electricity authority after submitting the required receipt to the Bank.
- (xxvii) To assist MTNL official to install/ rectify defects in the telephone line/intercom inside flat. To coordinate with MTNL official to rectify long pending complaints from MTNL side. To carryout complete maintenance of telephone installation once in three months and submit the report to Bank along with the signature from occupant and colony caretaker.
- (xxviii) To attend and rectify the complaints related to electric chimneys installed in all flats. To replace bulbs in it. To carryout repair work, if any, in it as directed by Bank's engineer from the authorized service center. Bank will reimburse only the amount paid by contractor to the service personnel, if the bill is submitted within 15 days of payment and quarterly cleaning of chimney as well yearly servicing of Chimney ([Annexure IX](#) & [Annexure X](#)).
- (xxix) To disconnect electric connection and remove the submersible pump-motor set in the underground tank, reinstall it after rectification of work in it and to reconnect electric connection to it by providing water proof insulation tape on the joint after installation of submersible pump-motor set in the underground tank.

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

### **Appendix**

Sr. No.	Periodicity	Activity	Penalty amount	Unit
1	Daily	To depute wireman and Helper daily	Double the rates quoted	Each day
2	Daily	To attend and rectify electric complaint within 24 Hrs	Rs.50/-	Each complaint
3	Fortnightly	To clean all solar panel of the roof top solar systems	Rs.50/-	Each system
4	Monthly	Servicing of Inverter	Rs.50/-	Each inverter
5	Monthly	Watering (Distilled water) in the batteries of Inverter	Rs.50/-	Each battery
6	Monthly	Watering to earth pit/station	Rs.50/-	Each earth pit/ station
7	Monthly	Cleaning of common area lighting	Rs.25/-	Each light fitting
8	Monthly	Cleaning of energy meter room	Rs.25/-	Each meter room
9	Monthly	Cleaning and servicing of electric distribution of all water pumps	Rs.100/-	Each pump
10	Monthly	Preventive maintenance of electric installation of a flat	Rs.100/-	per flat
11	Quarterly	Checking of electric/ mechanical safety of all ceiling fan in a flat	Rs.50/-	Each flat
12	Half yearly	Measuring of earth resistance of earth pit / station	Rs.50/-	Each earth pit/ station
13	Yearly	Servicing of geyser (Kitchen as well as the Bathroom)	Rs.100/-	Each geyser
14	Yearly	Servicing of all exhaust fan	Rs.50/-	Each flat
15	Yearly	Servicing of all ceiling fan	Rs.50/-	Each flat
16	Quarterly	Checking of Chimney	Rs.50/-	Each flat
17	Yearly	Servicing of electric chimney	Rs.100/-	Each Chimney

**Check List**  
**ANNEXURE-I**

Sr. No.	Periodicity	Activity	Qty	Unit	Signature of wireman
1	Daily	Deputed wireman and Helper daily		Days	
2	Daily	Pending electric/ telephone/intercom complaint which are not attend and rectified within 24 Hrs (Except rectification from MTNL)		Complaints	
c	Fortnightly	Cleaned all solar panel of the roof top solar systems		Solar system/s	
4	Monthly	Serviced of Inverter		Inverter	
5	Monthly	Watered Distilled water in the batteries of Inverter		Battery	
6	Monthly	Watered to earth pit/station		earth pit/ station	
7	Monthly	Cleaned common area lighting		Light fitting	
8	Monthly	Cleaned of energy meter room		Meter room	
9	Monthly	Cleaned and serviced of electric distribution of all water pumps		Pump	
10	Monthly	Carried out Preventive maintenance of electric installation of a flat		Flats	
11	Quarterly	Checked electric/ mechanical safety of all ceiling fan in a flat		Flats	
12	Half yearly	Measured earth resistance of earth pit / station		Earth pit/ station	
13	Yearly	Serviced geyser		Geyser	
14	Yearly	Serviced of all exhaust fan		Each flat	
15	Yearly	Serviced all ceiling fan		Each flat	
16	Quarterly	Checked Chimney		Flats	
17	Yearly	Serviced electric chimney		Each Chimney	

Note: To attach report signed by occupant other than common area work.

Signature of  
caretaker

Signature of  
Contractor

**Monthly servicing of inverter and filling of distilled water in the batteries of inverter**

Sr. No.	Location	Date	Signature		
			Wireman	Supervisor	Caretaker
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**Annexure II**

**Quarterly Cleaning and checking of electrical and mechanical safeties of ceiling fan**

Sr. No.	Flat No.	Date	Signature			
			Occupant	Wireman	Supervisor	Caretaker

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**Annexure III**

**Yearly servicing of cabin fan/Ceiling fan/Exhaust Fan**

Sr. No.	Flat No.	Date	Signature			
			Occupant	Wireman	Supervisor	Caretaker

**Annexure IV (A)**

**Yearly servicing of Kitchen Geyser**

Sr. No.	Flat No.	Date	Signature			
			Occupant	Wireman	Supervisor	Caretaker

**Annexure IV (B)**

**Yearly servicing of Bathroom Geyser**

Sr. No.	Flat No.	Date	Signature			
			Occupant	Wireman	Supervisor	Caretaker



### **ANNEXURE-V**

#### **Half-Yearly measurement of the Earth Resistance**

Sr. No.	Location	R in Ohm( $\Omega$ )	Signature		
			Wireman	Supervisor	Caretaker

### **ANNEXURE-VI**

#### **Monthly watering to earth pit**

Sr. No.	Location	Date	Signature		
			Wireman	Supervisor	Caretaker

Annexure VII

<b><u>Monthly Cleaning of solar panels on the roof of the flats of building</u></b>					
<b>Sr. No.</b>	<b>Location</b>	<b>Date</b>	<b>Signature</b>		
			<b>Wireman</b>	<b>Supervisor</b>	<b>Caretaker</b>

Annexure VIII

<b>Date</b>	<b>A</b>	<b>D</b>	<b>E</b>	<b>G&amp;H</b>	<b>K</b>	<b>L</b>

Annexure IX

**Quarterly Cleaning and checking of Chimney**

<b>Sr. No.</b>	<b>Flat No.</b>	<b>Date</b>	<b>Signature</b>			
			<b>Occupant</b>	<b>Wireman</b>	<b>Supervisor</b>	<b>Caretaker</b>

**Annexure X**

**Yearly servicing of Chimney**

Sr. No.	Flat No.	Date	Signature			
			Occupant	Wireman	Supervisor	Caretaker

**Annexure XI**

**Colony Name: -**

**Flat No.-**

Sr. No.	Date of work	Description of work/item replaced etc.	Reason/necessity of work	Name of contractor	Signature			
					Supervisor	Caretaker	JE/AM	Remarks

### **Section VIII**

#### **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  
New Delhi

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 " Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi" 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 \_\_\_\_\_

**Part-II**

**Schedule of Quantities**

**Facility Management Services for Plumbing & Sanitary, Carpentry and Electrical Maintenance works at RBI Colony Vasant Vihar & Sarojini Nagar New Delhi**

<b>Sr. NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE (₹)</b>	<b>AMOUNT (₹)</b>
1	Providing facility management services for Plumbing & Sanitary, Carpentry and Electrical maintenance work as per detailed scope of work mentioned in Section VII of this tender at RBI Officers' Colony, Vasant Vihar, New Delhi and RBI Staff Quarters Sarojini Nagar deploying minimum Manpower with tools & plants and consumable items, 7 days in week, (one weekly off to all workers in staggered manner so that works may be attended on time. However, reliever should be arranged for Wireman and its helper on weekly off days) as under: I. Highly Skilled Supervisor-1 No. II. Skilled Licensed Wireman-2 No. III. Skilled Plumber- 2 No. IV. Skilled Carpenter-2No. V. Helper to Wireman- 2 No. VI. Helper to Plumber and carpenter -3 No.	12	Month		
	<b>Total amount in Rs. (Inclusive of GST, local levies etc.)</b>				