

# Reserve Bank of India/भारतीय रिजर्व बैंक Estate Department/संपदा बिभाग Kolkata/कोलकाता

# Notice inviting e-Tender (only through e tendering)

# Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata

E-Tenders in two parts (Part-I and II) are invited for Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata. The work is estimated to cost **₹36.80 lakh**.

- 1. E-Tender documents will be available at MSTC website i.e., <u>www.mstcecommerce.com/eprocn</u> on August 23, 2024 from 17:00 hrs onwards. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e. <u>www.mstcecommerce.com/eprocn</u> Last date for filing up and submitting the e-Tender is up to September 25, 2024 till 11:00 hrs. Part I of the e-Tender will be opened on or after September 25, 2024, 11:30 hrs. Detailed guideline on the process to submit e-Tender by the vendors have been mentioned in the <u>Schedule of Tender</u> (SOT) and Important instruction for e-procurement. After scrutiny of part I of the e-Tender document along with supporting documents, if any of the contractors is not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
- 2. Filled and signed Tender documents (i.e., Part-I only) in prescribed form shall be uploaded on MSTC website. Part-I of the e-Tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. Tenderer shall submit EMD of ₹73,600/- through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Kolkata; IFSC: RBIS0KLPA01 (Numeric Zero at 5th and 10th place from left); A/c no. 186003001. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to <u>estatekolkata@rbi.org.in</u> before 17:00 hrs on September 24, 2024 or EMD deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form, needs to be submitted in person to Estate Department, Reserve Bank of India, 3rd Floor, 15 N.S. Road, Kolkata 700 001 before 17:00

hrs on September 24, 2024. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent day.

- 3. The applicants / Tenderers have to upload all annexure / documents mentioned in the tender through above cited website.
- 4. The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- 5. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason therefore.

Place: Kolkata. Date: August 23, 2024

> Regional Director Kolkata Regional Office

SCHEDULE OF TENDER (SOT)		
E-Tender no.	RBI/Kolkata Regional Office/Estate/14/24-25/ET/ 364	
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through	
	https://mstcecommerce.com/eprocn)	
Publication of NIT on Bank's website	August 23, 2024	
Availability of tender on MSTC eProcurement portal	17:00 hrs on August 23, 2024 onwards	
Availability of tender for viewing	Up to September 12, 2024	
Pre-Bid meeting	Offline on September 16, 2024 at 12:00 hrs at Estate Department, RBI Kolkata, 3 <sup>rd</sup> Floor, BMOP, Kolkata - 700 001	
Publication of minutes of Pre-Bid meeting/addendum, if any	September 18, 2024	
Last date of submission of EMD	September 24, 2024 up to 17:00 hrs.	
Last date of availability of tender (Part-I and Part-II) for submission including Pre- Qualification (PQ) documents	September 25, 2024 up to 11:00 hrs.	
Earnest Money Deposit by NEFT / BG	₹73,600/- (Rupees seventy three thousand six hundred only) from each bidder in the form of BG, in favour of Reserve Bank of India, Kolkata, to be delivered in physical form at Estate Department, RBI Kolkata or NEFT. NEFT Details - A/c No – 186003001 IFSC CODE – RBIS0KLPA01	
Date & time of opening of Part-I i.e. Techno-Commercial Bid (Subject to fulfilling the PQ criteria). Part II of the online tender will be opened on same day or subsequent date, which will be intimated to the tenderers in advance.	On or after September 25, 2024, 11:30 hrs.	
Transaction Fee	Rs Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED	



Reserve Bank of India Estate Department Kolkata

# PART I

# E-Tender for

Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata

Name of the Tenderer:		
Address -	:	
Date of Pre-bid meeting	: September 16, 2024 at 12:00 Hrs.	
Due Date of Submission	n : September 25, 2024 up to 11:00 Hrs.	
Date of opening of Part I of tender	: On or after September 25, 2024 at 11.30 Hrs.	

# SCHEDULE OF TENDER (SOT)

E-Tender no.	RBI/Kolkata Regional Office/Estate/14/24- 25/ET/ 364
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Date & time of opening of Part-I i.e. Techno-Commercial Bid (Subject to fulfilling the PQ criteria).	On or after September 25, 2024, 11:30 hrs.
Part II of the online tender will be opened on same day or subsequent date, which will be intimated to the tenderers in advance.	
Transaction Fee	Rs

Payment of Transaction fee through MSTC
payment gateway /NEFT/RTGS in favour of
MSTC LIMITED

# Important instructions for E-Tendering

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	Process of E-tender:		
1.	A) Registration: The process involves vendor's registration with MSTC eProcurement 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 is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).		
	SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE		
	SUBMITTED ON-LINE ONLY AT <u>www.mstcecommerce.com/eprocn</u> (Version 3)		
	1) Vendors are required to register themselves online with		
	www.mstcecommerce.com $\rightarrow$ e-Procurement $\rightarrow$ PSU/Govt depts $\rightarrow$ Select RBI Logo ->		
	Register as Vendor -> Filling up details and creating own user id and password $\rightarrow$ Submit		
	2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).		
	Contact Persons (MSTC Ltd – During Office Hours only):		
	HO Central Help Desk: (For vendors)- Phone Number :07969066600		
	helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)		
	Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.		
	Shri. Sabyasachi Mukherjee - 7278030407		
	Email id: <u>smukherjee@mstcindia.co.in</u>		
	Shri. Kranti Kumar– 9174009882 Email id: <u>kkkumar@mstcindia.co.in</u>		
	MSTC Help Line:9499054101/2/3/4.		
	Email id : <u>helpdesk@mstcindia.co.in</u>		
	Contact Persons (RBI - During Office Hours only):		
	Shri. Subir Kumar Das (AGM, Estate Department)		
	Mob- 8420632238, subirkdas@rbi.org.in		

Shri Ratnesh Ratnakar (Manager, Estate Department)

Mob- 9740544638, ratnakarratnesh@rbi.org.in

Shri Sarthak Sanket Joshi (Assistant Manager, Estate Department)

Mob- 8280819002; sarthakjoshi@rbi.org.in

Shri Sandip Kumar Vaidya (Manager-Technical, Estate Department)

Mob- 9748449499, skbaidya@rbi.org.in

Shri Surajit Saha (JE-Civil, Estate Department)

Mob- 9088886017, surajitsaha@rbi.org.in

Vendors are required to register themselves online with <u>www.mstcecommerce.com/eprocn</u>

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration Guide.

# **B)** System Requirement:

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

About us STQC Certificate Terms of	System Settings Check Status		
	Status	Incorrect System Settings Download Sy	stem Settings Guide Download Certificate
	Please Correct the Following Settings:		
	If You Do Not Have Java Installed, Please Install Java	Download Java	
	Based On The Java Version You Have Installed Please Download PKI Application	Latest Version: 11	Installed Version:
		If You Have Java 32 Bit Installed Download	If You Have Java 64 Bit Installed Download
	If You Have Installed Both Java And Pki Application, Please Update Browser Settings	If You Are Using Google Chrome Or Edge: https://localhost:13591/signservice/getdate	
		If You Are Using Firefox: - Open URL https://localhost:13591/signservice/getdate	a And Add Security Exception To Allow Connections.

2. Special Note towards Transaction fee: 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. Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the transaction fee.

NOTE: 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.

3. Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

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.

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.

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.

#### Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u>  $\rightarrow$  e-procurement  $\rightarrow$  New Common Portal  $\rightarrow$  Bid Floor Manager $\rightarrow$  live event  $\rightarrow$ Selection of the live event $\rightarrow$  Transaction fee->Common terms->Attach Documents->Price Bid.

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.

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-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 & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

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.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

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.

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.

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.

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 & conditions for the e-Tender.

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.

# Important Note

THIS IS A LIMITED TENDER ENQUIRY ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RBI FOR SUCH WORKS GIVEN BELOW UNDER THE SECTION-, TRADE-, CATEGORY – OF LIST OF EMPANELLED VENDORS FOR THE PERIOD 2024 - 27 ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER .BIDDERS ARE ADVISED TO CHECK THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING

#### DISCLAIMER

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

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

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



# Reserve Bank of India Estate Department Kolkata

# PART - I - Technical & Commercial

E-Tender for

Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata

(Section I to VII)

## Section I

## Form of Tender

Place:

Date:

Regional Director Reserve Bank of India Estate Department 15, N.S Road Kolkata-700 001

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	Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata
(b)	Estimated cost	₹36,80,000/-
(c)	Earnest Money	₹73,600/-
(d)	Mode of payment	NEFT; Details of NEFT: Beneficiary name: Reserve Bank Of India, Kolkata; IFSC : RBIS0KLPA01(Numeric Zero at 5 <sup>th</sup> and 10 <sup>th</sup> place from the left); A/C No. 186003001
(e)	Validity of tender	Three months from the date of opening part-I
(f)	Performance Bank Guarantee	10% of the contract value (to be submitted by successful contractor)

- We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender.
- 2. A sum of ₹ 73,600/- (Rupees Seventy three thousands six hundred only) is hereby forwarded/uploaded in the form as specified in the tender document as Earnest Money Deposit. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or its successors in office shall without prejudice to any other number of the said Performance work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law ,be at liberty to forfeit the said Performance Guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
- 3. Further, I/We agree that in case of forfeiture of Earnest Money Deposit or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the retendering process of the work.
- 4. I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.
- 5. 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.
- 6. 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 therefor.
- 7. The Tender is uploaded online in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.
- 8. Our bankers are (Name and full address):

(i)	
(ii)	

The names of partners of our firm are: -

(ii)		

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

Yours faithfully,

Signature of Bidder with Seal

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

## Section II

#### **Articles of Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the \_\_\_\_\_\_ day of \_\_\_\_\_\_ between the Reserve Bank of India, having its Office 15, N.S. Road, Kolkata-700001 (hereinafter called "the Employer" or "the Reserve Bank" or "the Bank") represented by....... Which expression shall unless repugnant to the context uncloses his successor in Office of the one part and \_\_\_\_\_\_\_ (hereinafter called "the Contractor") represented by...... which expression shall include his successors, assigns and legal representative of the other part.

WHEREAS the Employer is desirous of carrying out the work of Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata and has caused scope of work describing the works to be done [as detailed in Tender Documents (Part I, Part II, annexures and amendments thereof)].

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

AND WHEREAS the Bank had called for tenders from eligible contractors to provide services for Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata., as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others have submitted the tenders and the Bank has awarded the contract, to provide services for Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata, as stated in the scope of work attached to the Tender Document, to the Contractor.

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

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

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.

- a) The charges of ₹ ------ (Rupees------ (Rupees------only) covering the cost of preventive maintenance, consumables, manpower, materials, additional manpower if required as per job basis. Supply of material shall be based on Bank's SARs or latest CPWD DSR or at Approved Reasonable Market Rate subject to submission of bill/ invoice for efficient rendering the maintenance services, payable on monthly basis. 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.
- b) The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- c) The above charges also include Service tax, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.
- d) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

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

- The contractor shall employ and make available the services of carpenter for carpentry works at Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata in Kolkata as indicated under Broad scope of work. The charges quoted shall be for deputing experienced and well-dressed staff to all the aforementioned 2 properties for 7 days in a week including reliever, generally for 8 working hours working as per timing to be mutually agreed upon as decided by the Bank (including 1 hour lunch break). However, for the emergency works, the staff have to continue to work till the emergency work is over without any additional payment.
- Personally and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
  - Ensure that he deploys trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
  - Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank under the agreement.
  - Ensure that all persons employed by him, for the purpose for rendering the services required by the Bank under this agreement, are insured with recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall indemnity the Bank for any loss or damage that occurs to persons or building or third party while executing the work as per relevant

insurance clause of tender.

- Ensure that his employees, while in the premises of the Bank or while carryingout 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 shall be the solejudge as to whether or not the contractor and/ or his employees have observed the same.
- Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors 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.
- Supply identity cards to his/ her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should 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 terminate 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 andshall be binding on the contractor), the contractor fails or refuses to implementthis 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 suchvariation.

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.

# D. Stamp Duty

The contractor shall bear the stamp duty on the original of this agreement, which shall beexecuted in duplicate, and the Bank shall retain the original and the contractor shallretain the duplicate.

**E.** The contractor shall ensure payment of minimum wages to the workmen employed byhim/ her/ them.

- F. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation andAbolition) 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. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments 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 tradeor 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.
- I. 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."
- J. All payments by the Employer under this Contract will be made only at Kolkata.
- **K.** 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.
- L. The Employer shall pay the Contractor the said Contract amount or such other sumas shall become payable at the times and in the manner specified in the saidconditions.
- M. The term "Engineer -in Charge" in the said conditions shall mean General Manager/Dy. General Manager in-charge of Estate Dept., Reserve Bank of India, the Engineer -in Charge for the purpose of this Contract for whatever reason, such other person Kolkata and on his ceasing to or persons as shall be nominated for that purposes by the Employer, not being a person

to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

**N.** The said Conditions and Appendix thereto shall be read and construed as formingpart 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.

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

IN WITNESS WHERE OF the Bank and the	(If the Contractor is a partnership or an
Contractor have set their respective hands to	individual).
these presents and two duplicates thereof the	
day and year first hereinabove written	
IN WITNESS WHERE OF the Bank has set its	(If the Contractor is a Company).
hands to these presents through its duly	
authorized officials and the Contractor has	
caused its common seal to be affixed hereunto	
and the said two duplicates/ has caused these	
presents and the said two duplicates hereof to	
be executed on its behalf, the day and year first	
hereinabove written	

Signature Clause

SIGNED AND DELIVERED by the

Reserve Bank of India by the hand of

Shri .....

(Name and designation)

In the presence of witnesses

(1)	
Address	
(2)	
Address	

Witness

SIGNED AND DELIVERED BY

In the presence of

(1) ..... Address..... (2) ..... Address..... If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners

The COMMON SEAL OF:

Was hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting in the held on presence of

(1) .....

(2) .....

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

(1).....

(2).....

SIGNED AND DELIVERED BY the Contractor by If the Contractor is signing by the hand of the hand of Shri and duly

constituted attorney.

If the contractor signs under Its common seals, the signature clause should tally with the sealing clause in the Articles of Association

power of attorney, whether a company or individual

# Section III

## General Instructions to Tenderers, Special Conditions and Safety code

## 3.0 Issue and Submission of Tender

Tenders will be submitted by empaneled contractors who have experience in related trades like carpentry works. It is also to be noted that the agency /firm registered with PF/ESIC authorities only will be eligible to participate.

**3.1** The Tender shall be prepared and submitted online in two parts, viz., Part I and Part II. Telegraphic, Fax and E-mail tenders will not be accepted. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. The tenders should be complete in all respects with all attachments/ enclosures/ annexures.

- **3.2** Tenderers are advised to submit tender on MSTC website (<u>www.mstcecommerce.com</u>)
- **3.3** If applicant desire to submit additional information, they may upload the same online in their own letter head/paper. Each page of the forms shall be signed and submitted.
- **3.4** The tender should be uploaded online within the stipulated time and date i.e 11:00 hrs. on September 25, 2024

## 3.5 Part I – Technical & Commercial

- 3.5.1 Part I shall contain the unpriced tender consisting of scope of works as specified and documents and commercial terms and conditions. Earnest money Deposit (EMD) shall be submitted by NEFT.
- 3.5.2 Part I of the tender as submitted shall contain the following:
  - (i) Earnest money in the form of NEFT; Details of NEFT: Beneficiary name: Reserve Bank Of India, Kolkata; IFSC : RBIS0KLPA01(Numeric Zero at 5<sup>th</sup> and 10<sup>th</sup> place from the left); A/C No. 186003001.
  - (ii) Documentary evidence of payment of EMD. Earnest money however needs to be deposited by NEFT on or before 17.00 hrs. on September 24, 2024
  - (iii) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
  - (iv) List of deviations, if any, in commercial terms and conditions.
  - (v) List of deviation, if any, in technical specification.
  - (vi) Any other technical information the tenderer wishes to furnish.
  - (vii) Duly filled in checklist along with other relevant Annexures
- 3.5.3 The Tenderers are advised to visit the colonies and acquaint themselves of the siteconditions before tendering.

3.5.4 The tenderers are advised to submit the tender based strictly on the GeneralConditions of the Contract and scope of works as specified contained in the tenderdocuments, 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.

# 3.6 Part II - Price Bid

Part II consisting of price bid needs to be uploaded along with Part I of the tender.

- (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. No other enclosure is permitted in Part II. Change of terms and condition and technical deviation, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- (c) The tenderer rates quoted shall be based on the Part-II of tender and shall be firm and binding without any escalation whatsoever till 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
- (e) On award of contract, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value in the form of a Performance Bank Guarantee (B.G.) from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the duefulfilment of the contract. The earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Performance Guarantee towards security deposit shall be valid for the entire contract period.

# 3.7 Pre-Bid Meeting

A pre-tender briefing meeting of the intending tenderers will be held on September 16, 2024 in Estate Department at 12.00 hrs. to clarify any point/ doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/ conditions/ specifications which need tobe clarified during the meeting. These issues will be discussed and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II)

# 3.8 Opening of Tender

As per the procedures laid down in Schedule of Tender (SOT) hereto for opening of e-tender. The tenderer whose tender is not accepted shall not be entitled to claimany 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

## 3.9 Broad Scope of Work

**Area of work:** Bank's Quarters at Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata in Kolkata comprises of office buildings, sub staff quarters, common areas. The work for all the Bank's above mentioned properties includes all types of Carpentry routine, preventive, periodical and break down maintenance works generally of the following nature

Details of flats and other area shown colony- wise

## a) Alipore Senior Officers' Quarters

SI.	Particulars	No. of Flats
1.	Visiting Officers' Flats/ THH	3
2.	Sharing Flat	2
3.	Governor's Flat	1
4.	Gymnasium	1
5	Community Hall	1
6.	Other Regular Flats	23
7.	Block D	1
8.	Any other structure within Premises	

# b) Ultadanga Officers' Quarters

SI.	Particulars	No. of Flats
1.	Residential flats	80
2.	Single rooms	10
3.	Gymnasium	01
4.	Dispensary	01
5.	Community Hall	01
6.	Caretaker's Office	01
7.	Roads, common area other than lawn area, surrounding area of residential flats, stilt, pump room, D.G. room etc.	
8	Any other structure within Premises	

# c) Salt Lake Staff Quarters

SI.	Particulars	No. of Flats
1.	Sharing Flat	15
2.	Visiting Officers' Flats/ THH	12
	Trainee flats	14
3.	Co-operative Store	4
4.	Medical Flat	2
5.	Gymnasium	1
6.	Other Regular Flats	187

# d) S.P.Colony Staff Quarters

SI.	Particulars	No. of Flats
1.	Gymnasium	1
2.	Other Regular Flats	115
3.	Caretakers office	1
4.	Security room / cabin	2
5.	Dispensary	1
6.	Community hall	1
7	Any other structures within premises	

# e) Dum Dum Staff Quarters

SI.	Particulars	No. of Flats
1.	Trainee Flat	32
2.	ТНН	6
3.	Co-operative Store	4
4.	Dispensary	3
5.	Gymnasium	4
6.	Other Regular Flats	605
7.	Community Hall	02
8.	School	01
9.	Caretaker's Office	01
10.	Pump room	01
11.	Sewerage – pump room	02
12.	Any other structure within premises	

**1. Details of Manpower-** Contractor shall deploy Carpenter with active mobile phone available at site for taking instruction from Bank's officials/ caretaker and responsible for providing carpentry services for all the properties/works within the scope of this contract. Further, minimum manpower deployment for Bank's property is as under-

Total minimum Manpower	07 Number.
(g) (g)Helper to Carpenter at Dum Dum (7 days in week)	01 Number.
(f) Experienced Carpenter for Dum Dum (7 days in week)	01 Number
day in each colony) -	01 Number
(e) Helper to Carpenter for Alipore and S.P.Colony (7 days in	week i.e. at least alternate
day in each colony) -	01 Number
(d) Experienced Carpenter for Alipore and S.P.Colony (7 days	s in week i.e. at least alternate
day in each colony) -	01 Number
(c) Helper to Carpenter for Salt Lake and Ultadanga (7 days i	n week i.e. at least alternate
alternate day in each colony) -	01 Number
(b) Experienced Carpenter for Salt Lake and Ultadanga (7 da	ys in week i.e. at least
(a) Supervisor for all colonies (7 days a week) -	01 Number

#### Note:

All labours and carpenter should report to the property caretaker/Junior Engineer ,the working hours shall be 8 working hours (including 1 hour lunch break), 7 working days in a week, the working hours shall be mutually agreed. The emergency works when the workers will have to continue to work till the emergency is over. <u>The weekly holiday</u> should be given to the workers with an alternative arrangement of a reliever. Contractors shall maintain a record of payment to their workers and shall submit along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages. It is also to be noted that the Agency/firm registered with PF/ESIC authorities only will be eligible to participate.

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.

Agency is required to give prompt service. Contractor shall complete the complaint lodged in complaint book preferably complete in same day. However, for major repairwork, 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.

Supply of material shall be based on Bank's SARs or latest CPWD DSR or at Approved Reasonable Market Rate for efficient rendering the maintenance services, payable on monthly basis subject to submission of bill/ invoice.

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

<u>Contractor should include cost of additional manpower</u>, if any required during emergency or to attend the preventive/periodic maintenance works as indicated in the scope of work.

**2.** Scope of services to be rendered under the contract shall include the following items of work:-

# A) Carpentry:

The services rendered under the contract shall include the following item of work without claiming any extra cost:

i) Removing and re-fixing the loose hard ware items (eg. door closer, door stopper, hinges, floor spring, drawer channels, pedestal locks, multi locks, almirah fittings etc. with necessary screws as required atsite etc. complete.

ii) Replacement of worn out wooden beading, any wooden members, broken glass panes of door and window shutters and any damaged hardware fitting etc.

iii) Patch repair work of false Ceiling.

iv) The complaints indicated by the property's Caretaker will be attended promptly. After satisfactory completion the signature shall be obtained from the Caretaker of the respective property.

v) Supply of material shall be based on Bank's SARs or latest CPWD DSR or at Approved Reasonable Market Rate for efficient rendering the maintenance services, payable on monthly basis subject to submission of bill/ invoice.

vi) The submission of bill as per the schedule of quantity of carpentry work of Part-II tender.

vii) 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 perstatutory norms.

viii) Shifting of furniture within the Bank's Premises.

- ix) Attending of all the preventive maintenance works.(Refer Annex)
- x) Fixing of curtain rods, occasional mosquito net cleaning, etc.

xi) The carpentry fittings/fixtures in the vacant flats(if any) to be inspected on half yearly basis and report to be submitted.

xii) Repairing/Replacing of wooden doors,glazed aluminium doors repairing of wooden/aluminium double skinned partitions; refixing of loose PVC floor planks, making arrangement for fixing of clocks, calenders,carpentry work for hanging of heavy installations on wall like TV,VC set etc.)

xiii) The performance of the contractor shall be reviewed quarterly by the Bank, if found not satisfactory then contractor shall be cautioned issuing warning letter which subsequently leads to termination of contract.

**B)** The cost of following items of work should also be included in the quoted rates:

- i. The following Registers shall be maintained by the Contractor at properties Complaints Register, Attendance Register, Routine/preventive/periodic maintenance work register, Anyother log books as directed by Engineer in charge.
- **ii.**Above registers shall be inspected by Estate Department officials for theirverification.
- **iii.** Providing of all essential tools to his staff for day to day maintenance & emergency.
- iv. Providing of all safety equipment's, material to his staff.

- v.Providing uniform, safety shoes, insulated gloves, raincoats, caps,umbrellas, torch, Mobile phone etc. to his all staff.
- vi. Provide necessary training to his staff on quality, safety & technology.
- **vii.** Submission of Quarterly Report on Preventive / periodic maintenance in the prescribed format.
- **viii.** If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.
- ix. Service / Maintenance Report/Call Sheet should be maintained in each case and should be submitted duly countersigned by the Carpenter & user/ complainant while submission of monthly bill. Report should contain the following details:
  - a) Time of call

- e) Probable cause
- b) Time of report
- c) Time of restoration
- f) Action takeng) Components replaced, if any.
- d) Nature of failure

**x.** RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending upon site requirement for execution of the work mentioned in the scope of work which needs to be taken into consideration by the contractor before quoting in Part-II.

xi. The list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy operation of the system concerned and for the satisfaction of the occupant/complainant will be considered in part of scope of work.
xii. The contractor's workforce should attend to the breakdown call immediately. Major/minor complaints shall be attended immediately and no extra payment will be made for same. The Firm has to depute sufficient Staff/Technicians on Sunday/Bank holidays, if Bank desired & or In case of emergency/for very essential work/breakdown etc., without extra charges/payment.

xiii. <u>Penalty</u> :- In case the duty Labour/s fails to turn up for work, or not attended & or not carried out any captioned work/complaint/s within the stipulated time also the workmen not found in the Bank's designated properties, proportionate recovery for the 2 days paid salary (of that Labour) towards each Labour's absence (for minimum 2 hours) **plus** charges paid bythe Bank to engage outside agency to attend the complaint/s will be recovered from the monthly bill of the contractor to whom the Bank awarded the AMC contract. Also an amount of ₹ **750/-** (**Rupees Seven Hundred Fifty only) per day** will be charged as penalty if the minor defect/s in the system is not rectified within **04 hours** on receipt of intimation of the defect/s in the system and max deduction on this account shall not exceed 10% value of the AMC contract awarded.

**xiv.** The contractor shall furnish bio data along with the copy of Govt. approved Icard, recent passport size photograph, mobile no. etc. of the person deployed for the work in the residential colonies. In case of absence of regular Technician/ Semi-Skilled Technician, the alternate person shall be authorizes by the contractor to carry out the maintenance work in the Bank's properties with the contractor's signature duly authenticated. The Contractor willbe required to work after obtaining necessary entry pass issued by the competent authority as appointed by the employer. All such staff should have photo identify cards with address, duly signed by the authorized signatory of the Contractor.

**xv.** The contractor shall depute Technician/Labour of proven capability. Contractor will be held responsible for any mischief / damages that may take place in the working / occupied Residential colonies on account of workmen's negligence.

**xvi.** The Technician's experience / contractor's experience copy wherever applicable and theircontact Telephone Nos. and Cell Nos. of both (Technician/s & contractor) shall be submitted to the Bank.

**xvii.** The contractor should visit the Bank's office and meeting may be held with the concerned authority) at least once in a Quarter to sort out the problems faced by the contractor/staff.

**xviii.** Payment will be made on **monthly basis** after completion of satisfactory work and duly certified by competent authority/ Bank's officials.

Xix. Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Banks Residential colonies. Proper insurance cover for all the labours posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds ofrisks from the time of award of work. These insurance policies shall be valid till the completion of the contract period.

xx. Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work.

xxi. 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 and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

xxii. For the defined scope of work, we recommend minimum requirement of skill as following:

Work type	Required	Minimum Skill
	Qualification /Trade	Requirement
	experience	
Carpentry	a) Carpenter	a) Skilled
Maintenance work	b) Helper	b) Semi- skilled

The Contractor shall strictly comply with the provision of fire/safety code & other declaration annexed hereto.

# Note:

Contractors are advised to quote their rates after the site visit confirming to the conditions and the detailed scope of work of Part - I & Part - II tender.

#### xxiii) SPECIAL INSTRUCTIONS TO THE TENDERER

The contractor is advised to visit the site before quoting their rates to assess thequantum of work. The scope of services to be rendered under the contract shall broadly include the following items of work and rate shall include:-

- i) Providing and making necessary arrangement to attend the carpentry related routine/periodic/preventive maintenance/ breakdown works in respect to Bank's office premises. Maintaining the installation in serviceable, clean and hygienic conditions for proper habitation of Bank's premises such as oiling/repairing/replacement of doors/windows/wooden/metallic items of any type like wooden/ aluminium, broken glass pane replacement, repairs and servicing of door closer/ floor springs of any type, repairs/ making alteration in cabin partitions of any type, etc.
- ii) All the materials used for attending repairing work or new work related to carpentry shall be as per Bank's approved make of materials and the samples shall be got approved from the Bank's Engineer.
- iii) In addition to the day to day maintenance work of carpentry works of the common arears of Bank's premises, it is also necessary to attend all the complaints received from Caretaker. Contractor should note that the work/complaint should be attended and completed at the earliest (within 48-hour time from the receiving of the complaint without delay from the date mentioned in complaint register or mail or telephonic information) with least disturbance to the staff and work shall be carried out during day/night time in consultation with Bank's Engineer or his representative. After satisfactory completion, the signature shall be obtained from respective Department and concerned caretaker.
- iv) The scope of work shall include repairing to wooden & aluminum doors/ windows shutters/ ventilators, easing, aligning the same in plumb, line and level, replacement of 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.
- v) The replacement of new fittings/ fixtures shall consist of tower bolts, Aldrops, night latch, mortise lock, hinges, floor spring, door closer, drawer locks, handles etc. of makes 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.
- vi) Removal of debris created/ generated due to carpentry maintenance work and shall be disposed of outside Bank's premises at appropriate place as per statutory norms.

vii) The rate quoted shall include necessary adhesive, nails, screws, adhesive tape,

- a. Work shall be carried out at all height; extra payment shall be paid for external scaffolding etc.
- b. Consumables like tapes, nuts, bolts, nails, screws etc.

### Scope & duties of Carpenter

Contractor shall deploy experienced technically qualified carpenter as stated under having valid experience in the field. The carpenter shall have active mobile phone with email and WhatsApp Facility while at site for taking instructions from Bank's Engineers / office Caretaker or any person deputed by the Bank and he shall execute the work at site. In addition to above, contractor shall also provide one mobile no. each to the carpenter on duty so that they may be contacted as and when required. The carpenter shall be present at the site of work and also present himself/themselves, as required, to the Bank's Engineer and/or his designated representative to take instructions. The carpenter shall be available at site fully during the specified durations and whenever so required by the Bank's Engineer and shall also note down instructions conveyed by the Bank's Engineer or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions. Carpenter shall be responsible for joint measurements of work wherever required and take signature of the engineer in charge/ Bank's official. Necessary site Registers viz. complaint register, Material receipt/consumption register/ Labour attendance register, logbook etc. shall be strictly maintained by him on daily basis and got duly authenticated from Caretaker /Junior Engineer / Bank's representative. Substitutes, duly approved by Bank's Engineer of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.

A. The maintenance staff should report to the property caretaker/Junior Engineer.

B. The charges quoted should include wages to staff, insurance charges, uniform charges transportation charges, providing and maintenance of kit containing all tools related and necessary to execute the work, cleaning materials like nylon brush, broom, detergent, soft cloth etc. required for the work, incidental charges and contractors profit and overhead and taxes as may be levied by statutory authorities.

- C. The entire work shall be carried out as per the specification as mentioned and as directedby the Bank's Engineer
- D. The workmen will not be allowed to stay within the premises except duty hours.

E. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.

F. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.

G. The Contractors has to obtain permission, if any required from the local authorities / bodies as per the existing local bye laws for such works and the

charges/fees if any, has to be borne and paid by the contractor including water and draining charges.

H. The intending tenderer can obtain any clarifications regarding the tender etc. if any from the office of the Deputy General Manager/General Manager, Reserve Bank of India, Estate Department, Kolkata, on any Bank's working day.

I. The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank's officials. The delivery of materials shall be given on the floors specified in the tenders.

J. The bidder may please note that the <u>work has to be carried out in an occupied building</u> / premises during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the staff and also day to day cleaning has to be done by the contractor.

K. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as perthe instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shallbe solely responsible for any penal action/ penalties levied by Municipal authoritiesfor violation of their rules/ regulations in this regard.

L. The tenderer shall use only approved brand materials.

M. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.

N. Some other works, such as Civil/plumbing/sanitary, or any specialised works etc., have been organized by the Bank through separate agencies. The contractor shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.

O. The contractor should have valid Labour experience from Labour Commissioner wherever the number of labourers engaged is 20 or more. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner's rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.

P. Before quoting the rates contractor should inspect the site and understand the nature and scope of the work for themselves.

Q. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's officials. The bidder should note that the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor.

R. The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.

S. The Contractor shall make their own arrangements for storing of their materials atsite with Bank's permission. The successful contractor shall make sure that they protect their materials duringand after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.

T. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work

U. The Contractor shall keep the Bank indemnified against all claims, if any.

V. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.

W. Wearing of uniform: Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose at their own cost.

X. Incomplete tender may not be considered for further processing.

**Y. List of Documents to be submitted along with Monthly Bill**: Copy of following documents for a particular month **duly certified by the contractor /carpenter** to be submitted along with monthly bill for payment:

- i. Statement of Complaints received/attended
- ii. Statement of materials procured (if any)with the approval ofBank
- iii. Copy of Attendance Register
- iv. Declaration for compliance of Contract labour Act &

Minimumwages Act.

- v. A statement showing payment of wages made with signature oflabour.
- vi. Documentary evidence indicating the payment made towardsPF/ESI
- vii. GST declaration
- viii. Statement showing the various preventive maintenance worksdone.
- ix. Any other log books/document as directed by Estate Dept. Incharge.

## 3.10 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 mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

## 3.11 Lowest Tender Not Necessarily To Be Accepted

- 3.11.1 The Bank is not bound to accept the lowest or any tender or to assign any reason fornon-acceptance.
- 3.11.2 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 throughor in connection with his submission of tenders, even though the Bank may elect to modify/ withdraw the tender.

# 3.12 Earnest Money and Security Deposit during contract period

(a). Tenderers shall pay as earnest money a sum ₹ 73,600/- (Rupees Seventy three thousands six hundred only) by a NEFT/Demand Draft (DD) or Bank Guarantee (BG) drawn on a scheduled Bank in favour of <u>Reserve Bank of India, Kolkata, payable at Kolkata</u> and the Bank Guarantee toward EMD shall be suitably extended, if necessary. A tender, (Part – I) which is not accompanied by such earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest. EMD shall be paid through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Kolkata; IFSC: RBISOKLPA01 (Numeric Zero at 5th and 10th place from left); A/c no. 186003001. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatekolkata@rbi.org.in before 17:00 Hrs. on September 24, 2024 or EMD shall be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form, needs to be

submitted in person to Estate Dept. Reserve Bank of India, 3rd Floor, 15 N.S. Road, Kolkata – 700 001 before 17:00 Hrs. on September 24, 2024.

(b) Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned under 3.12(a) above.

# Forfeiture of EMD

EMD will be forfeited in the following situations:

- If the vendor/contractor withdraws bid after opening of the commercial bid
- If the vendor/contractor fails to commence the work awarded to him/her within the prescribed time limit.

# Refund of EMD

- Earnest Money Deposit of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earliest.
- Earnest Money deposited by the successful tenderer shall either be retained as security deposit or be refunded on obtaining a Performance Bank Guarantee for the specified amount from the successful tenderer where so stipulated in the tender.

(c) The Earnest Money Deposit of ₹73,600/- (Rupees Seventy three thousands six hundred only) paid in the form of NEFT/DD or Bank Guarantee (BG) drawn on a scheduled Bank in favour of **Reserve Bank of India, Kolkata, payable at Kolkata** shall remain un-discharged for such period as may be specified for keeping the tender open.

(d) **Performance Bank Guarantee (PBG) as security deposit:** On award of the work, the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of a Performance Bank Guarantee (PBG) from any scheduled Bank in the form prescribed by the Bank as per **Annexure C** towards security deposit for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration. The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned after submission of the PBG.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

i) Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order.

ii) Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in above without penalty – 7 days.

iii) Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

# 3.13 Terms of Payment

Payment to contractor shall be made **on monthly basis**. The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

- a) Payment of AMC shall be made on monthly basis on the basis of deployment of labour (as per attendance register) as mentioned.
- b) A statement for material consumed, scaffolding, additional outside manpower(in case of emergency works) shall be prepared and paid separately, by mentioning the complaint no, location, and name of fitting/fixtures and Caretaker/Engineer's signature after successfully completing the work (call sheet proforma shall be issued by the Bank as per Anexure D).

#### 3.14 Taxes

3.14.1 The prices quoted shall be deemed to have included all taxes, custom duty, exciseduty, local levies, works contract tax, GST etc. imposed by Central/ State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

#### 3.15 Insurance

The successful tenderer shall take i) "Contractors' All Risk Policy" for the contract value and ii) "Workmen compensation policy" for the workers engaged in the work. The contractor shall indemnity the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in contractors all risk policy shall be minimum  $\gtrless$  2.00 lakh per person for any one accident or occurrence and  $\gtrless$  5.00 lakh in respect of damage to property for any one accident or occurrence.

**Note:** These policies shall be valid till the completion of the work. 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 bill of the contractor.

#### 3.16 Signing of Contract Agreement

- 3.16.1 The General instructions to the tenderers and hereinbefore referred to Conditionsof 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.
- 3.16.2 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 termsspecified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.

- 3.16.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.16.4 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.
- 3.16.5 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

## 3.17 Right to Accept Part Tender

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

#### 3.18 Other Issues

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.

- a. Workers are not allowed to stay at site.
- b. Outgoing of all the serviceable materials shall be as per Bank's Security rules.
- c. The material shall be got approved before putting to use. Any rejected material shall be immediately removed from the site
  - **3.19** The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.
  - **3.20** The rates quoted in the tender shall include all charges.
  - 3.21 The successful tenderer is bound to carry out all the works apart from deployment of

labour in AMC. Supply of material shall be based on Bank's SARs or latest CPWD DSR or at Approved Reasonable Market Rate for efficient rendering the maintenance services, payable on monthly basis subject to submission of bill/ invoice.

**3.22 Renewal:** - The service contract shall be renewed annually subject to providing satisfactory service. While renewing the contract the new contract amount will be arrived as per the Price Index of the RBI bulletin given below:

CPI: Consumer Price Index for Industrial Workers for that particular period

CCA: Current Contract Amount

NCA: New Contract Amount

## NCA=CCA + ((CPIC – CPIP) / CPIP) X CCA

CPIC- Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPIP- Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

Note:

- i. The participating firms/bidders may please note that Ministry of Labour and Employment revise the rate of variable Dearness Allowance twice in a year in general and thereby expected escalation of rates may go up to 5 to 6%.
- ii. The participating firms/bidders may quote accordingly keeping in view the changes on VDA.
- iii. Under any circumstances, Bank will not pay any arrears on account of such charges in VDA. However the successful bidder has to pay the labour charges as per statutory norms alongwith increase in VDA (if any) mandatorily.
- iv. AMC shall be entered with the successful bidder initially upto 31.03.2025 and thereafter on satisfactory service, the same contract may be considered for renewal for another two Financial year subjected to satisfactory performance of the firm.

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

3.23 Compliance with the Rule144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure F. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited

by the Bank in future.

**3.24** Caution Money For Low/Abnormally low/Unworkable Rates Items of work:- The Bank, if required, may insist that the tenderer, who is being considered for award of work, a bank guarantee(financial) for performance of the contract in respect of items of work for which the tenderers have quoted low/unworkable rates during evaluation of the tenders. The tendered should accept to submit with the Bank, a bank guarantee(financial) (to be issued by any Schedules Commercial Bank) for some specified amount (caution money) for due performance of their contract, if awarded, in respect of the low/abnormally low/ unworkable rates items of work. This is done with a view to ensure contractor's commitment for execution of low/abnormally low/ unworkable rates items of work strictly as per the specifications in workman like manner, using quality materials, and within specified time periods. The standard format in which the said bank guarantee may be obtained from the successful tenderer within 14 days after award of the contract shall be as per Annexure H.

#### 3.25 Health and Sanitary Arrangements for Workers Employed by Contractor

1 Definition

Work place means the place where the contract work is to be executed.

- 2 FIRST-AID Facilities
  - (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
  - (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
    - 1) 6 small sterilised dressings.
    - 2) 3 medium size sterilised dressings.
    - 3) 3 large size sterilised dressings.
    - 4) 3 large sterilised burn dressings.
    - 5) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
    - 6) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
    - 7) 1 snakebite lancet.
    - 8) 1 (30 gms.) bottle of potassium permanganate crystals.
    - 9) 1 pair scissors.
    - 10) 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
    - 11) Ointment for burns.
    - 12) A bottle of suitable surgical antiseptic solution.

- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv). Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours.

- vi). A person in charge of the First-aid box shall be a person trained in First-aid treatment.
- 3) Anti-Malarial Precautions

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

4) Compliance to any other instructions issued by statutory authority

In addition to the above, the contractor shall comply to any other instructions issued by statutory authority from time to time in connection with Health and safety arrangements for workers without any delay or addition.

#### 3.26 Safety Code

- 1. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- 2. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 3. No portable single ladder shall be over 8 meters in length, the width between the siderails not less than 30 cm (clear) and the distance between two adjacent rungs shall notbe more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- 4. 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 meter.
- 5. 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 meter.
- 6. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
- 7. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.

- 8. Those engaged in welding works shall be provided with welder's protective eyeshields and gloves.
- 9. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 10. 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.
- 11. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.

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

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

Witness	Signature of tenderer
Address	Address
Date	Date

## Section IV

## The Conditions Hereinafter Referred To

**4.1 Interpretation of Clause:** In the contract (as hereinafter defined) constructing these Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expression shall have the meaning therein assigned to them except where the subject or context otherwise requires:

(a) "Bank" Shall mean The Reserve Bank of India and shall include its assigns and successors.

(b) "Contractor" in "Contractor" shall mean .....and a ..... partners in the name and style the case of partnership firm of.....and having a place of business at .....and shall include the partners for the time being of the said firm the legal representatives of a deceased partner. In the case of "Contractor" shall mean Shri Individual .....trading in the name and style of .....and shall include its heirs, successors and legal representatives. In the case of "Contractor" shall mean .....a company company incorporated under registered office at ..... and shall include his successors and assigns. (c)" Engineer " Shall means the person appointed by the Bank to act as Engineer for the purpose of the contract and named as such in the conditions. Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use. (d) "Site" (e) "This Contract" Shall mean the Articles of Agreement, the Special conditions, the Conditions (part I and II), the Tender, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed. Means the specification of the works included in the Contract and any f) specification " modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer. Means the priced and completed bill of quantities forming the part of (g) "Bill/ Schedule Tender of Quantities " Means the Contractor's priced offer to the Bank for the execution and (h) "Tender" completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance. Means the formal acceptance by the Bank of the tender "Letter of (i) acceptance"

- (f) "Notice in 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 or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (f) "ActofShall mean any Act of insolvency as defined by the Presidency TownInsolvency"Insolvency Act or the Provincial Insolvency Act or any Act amending such<br/>original.
- (g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in 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 proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (h) "The Works" Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata

## 4.2 Scope of Contract

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to :

## 4.3 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.

## 4.4 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.

## 4.5 Authorities. Notices and Patents

<u>4.5.1</u> 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 makingit 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.4.10.2 thereof.

- <u>4.5.2</u> 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.
- <u>4.5.3</u> 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, experience fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

## 4.6 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 (carpentry items) if applicable /CPWDs 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/orcarry out any test of any materials which the Employer may require.

## 4.7 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.

**<u>4.8 Access to Works</u>** The Employer and their respective representatives shall at all reasonabletimes 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 authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

## 4.9 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 theEmployer.

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 (Tech)/ 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.

## 4.10 Assignments and Sub-letting

<u>4.10.1</u> 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.

<u>4.10.2</u> 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 priorapproval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

#### 4.11 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.

#### 4.12 Defects during contract period

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

#### 4.13 Insurance in respect of damage to person and property

<u>4.13.1</u> The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness,

accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia, any damageto 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 suchinjury 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.

- <u>4.13.2</u> 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.
- 4.13.3 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 in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor againstsuch risks and deposit such Policy or Policies with the Employer from time totime during the currency of the Contract.
- <u>4.13.4</u> 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 ordefective 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 there from.
- <u>4.13.5</u> 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.

#### 4.14 Fire Insurance

The contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss of damage by fire within the joined name of the Employer and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorised extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring asprovided above, the Employer on his behalf, may so insure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in caseof rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.

(a) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works up to and including a date not more than seven days prior to the date of the said Certificate lees the amount to be retained by the Employer (as hereinafter provided) and less any instalments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

## 4.15 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 andpay other persons to execute any such work whatsoever that may be necessaryto 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.

## 4.16 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 maybecome 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 anyprevious 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 theworks 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.

## 4.17 <u>Termination of Contract by Contractor</u>

- 4.17.1 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 torecover 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 forthe purpose of the Contract.
- <u>4.17.2</u> In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed.

## 4.18 Matters to be finally determined by Employer

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

## 4.19 Settlement of dispute by arbitration

All disputes and differences of any kind whatever out of in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the contract and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter, question or dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be andis hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of arbitrators suggested by the Employer.

The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrator or the arbitrators as the case may be.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof.

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators as the case may be, is given abide by the decision of the Architect and no award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Architect's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

## 4.20 Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount orany part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, excepton the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

# 4.21 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.

## 4.22 Marginal Notes

The headings catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

## 4.23 Prevention of Sexual Harassment Clause

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

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.

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

## 4.24 Non-Disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/ equipments 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 elsewherewithout 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 Employershall 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 arefully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

## 4.25 Debarment of firms from bidding

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

- (i). If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
  - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- i. Failed to disclose conflict of interest.
- failed to disclose any previous transgressions made in respect of the provisions of sub-clause
   (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
- (ii). For any actions or omissions by the bidder other than violation of codec of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
- (iii). If the bidder has been convicted of an offence (a) under the Prevention of Corruption Act, 1988;or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iv). In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at **Annexure G**.

## SECTION V

## **Commercial Conditions**

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	EMD	₹73,600/-	
3	Terms of payment	Payment shall be made on monthly basis.A statement for material consumed shall be prepared separately, mentioning complaint No., location, and name of fitting etc. with occupant's signature.	
4	Technical /commercial specifications	As per specifications in Part I of the tender	
5	Termination of contract	Clause no. 4.16 & 4.17 of Section-IV of The Conditions	
6	Performance Guarantee	10% of Annual Contract amount in theform of Bank Guarantee	
7	Acceptance forsupply of materials/ fittings/ fixtures	At Reasonable rate approved by Bank/SAR/CPWD DSR or based on actual purchase cost(subject to submission of purchase invoices of those items)	
8	Insurance Clause accepted	Clause -3.15, 4.13 & 4.14 Section –IV: Conditions Hereafter Referred to	
9	Payment on submission of bill	On monthly basis	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:

Signature of contractor with seal:

Address with contact nos.:

Date:

## <u>SECTION VI</u> CHECK LIST

(To be filled -in by the bidder)

Documents/ Confirmation to be submitted along with	Bidder's response
Part-I of the tender	(Yes/No)
Earnest Money Deposit of ₹73,600/- by NEFT	
Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents	
List of resources/manpower to be deployed full time, along with experience - duly filled in at <u>Annex</u> " <u>A</u> "	
List of deviations, if any, in commercial terms and conditions	
List of deviation, if any, in technical aspects.	
Whether the bidder has visited the site and satisfied himself with all aspects of work which may have bearing on rates	
Part II contains only priced bill of quantity along with duly filled in cost break up details, without any conditions.	
	Part-I of the tender         Earnest Money Deposit of ₹73,600/- by NEFT         Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents         List of resources/manpower to be deployed full time, along with experience - duly filled in at Annex         "A"         List of deviations, if any, in commercial terms and conditions         List of deviation, if any, in technical aspects.         Whether the bidder has visited the site and satisfied himself with all aspects of work which may have bearing on rates         Part II contains only priced bill of quantity along with duly filled in cost break up details, without any

## NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

## Annex A

## KEY PERSONNEL PROPOSED FOR THE AMC (To be filled by the bidder and submitted along with Part – I)

Sr. No.	Designation	Minimum No. of personnel	No. of proposed personnel	Proposed Designation	Technical Qualification/Total years of Relevant Experi ence	Additional Details in Annexure if any
1	Supervisor	01				
2	Carpenter-Skilled Workmen	03				
3	Helper – Semi-skilled	03				
3	Others (please specify)					

## NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

## <u> Annex – B</u>

(The successful Contractor's should give following declaration (1 & 2) along with the bills).

## 1. DECLARATION

Name:

Seal:

## 2. <u>GST DECLARATION</u>

I do hereby declare that the GST Registration Number of my/our firm/establishment

is.....

And the GST claimed in the bill will be paid duly to Government of India after receipt of the same from RBI.

I will inform RBI in due time about the payment of GST to Government of India.

Signature Date

Seal

#### Annex C

#### Proforma of Bank Guarantee for Security Deposit

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

No.\_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director Estate Department, Reserve Bank of India, Kolkata

Dear Sir

In consideration of your agreeing to accept the security deposit of INR\_\_\_\_\_(INR\_\_\_\_\_ only)

furnishable to you by Messrs\_(hereinafter referred to as "the Contractor") in terms of theircontract with you for **Tender for Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata** 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 partof 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 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 theContractor 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 youto 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 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 allour 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 onus before expiry of six months from the date of expiry of this guarantee.
  - 9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
  - 10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
  - 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of andbe 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 youin 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 \_\_\_\_\_ (INRonly). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
- 16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED (For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)BRANCH MANAGER(Banker's Seal) Address \_\_\_\_\_

## Annex D

## Call Sheet for carpentry maintenance work

Complaint no. :	Date:	
Flat No. : Name of	f the Occupant:	
Nature of the Complaint:		Actual work carried of
1)	1)	
2)	2)	
3)	3)	
Detail of Replacements, if any		
Date of work attended:		
Date of work attended:	and item as mentioned actually	/ used.
Date of work attended:	and item as mentioned actually	/ used.
Date of work attended:	and item as mentioned actually	/ used.
Date of work attended: Job completed to my satisfaction a Name & Signature of Occupant: _ List of old replaced material hande	and item as mentioned actually	/ used.
Date of work attended: Job completed to my satisfaction a Name & Signature of Occupant: _ List of old replaced material hande	and item as mentioned actually	/ used.
Date of work attended: Job completed to my satisfaction a Name & Signature of Occupant: _ List of old replaced material hande	and item as mentioned actually	/ used.
Date of work attended: Job completed to my satisfaction a Name & Signature of Occupant: _ List of old replaced material hande	and item as mentioned actually	/ used.

## Annex E

## Proforma for preventive maintenance works

Sr.	Particulars	Whether	Whether	Remarks
No.		attended	working	
		or not	satisfactorily	
			or not	
1	Oiling and greasing of all steeldoors,			
	windows, collapsible shutters, hinges			
	etc. may be done on <b>yearly</b>			
	basis, especially after monsoon.			
2	The floor springs and door closersmay			
	be got serviced on half year			
	basis.			
3	Inspection of false ceiling shall be done			
	on quarterly basis to check issues			
	related to sagging, bulging, alignment,			
	etc., if any. To facilitate internal			
	inspection of plain false ceilings, suitable number of trap doors may be			
	provided depending upon the size of			
	area.			
4	The letter boxes, name plates, figures,			
	letters and emblems may be cleared,			
	cleaned once a month and polished			
	with brasso etc. once in quarter (3			
	Months) or as required			

## Annexure F

# Performa for Undertaking/Declaration/Certificate by the Bidder regarding country sharing land border with India

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

To,

**Regional Director** 

Reserve Bank of India, Kolkata

#### <u>Name of Work:</u> for Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata

I/We...... (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 611812019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

- **2.** I / We certify that (Name of the bidder)
  - i. is not from a country sharing land border with India, or
  - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in development projects (Strikeout whichever of the above is not applicable)

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

Signature and name of the authorized signatory of the Bidder with Rubber Stamp Date: Place:

#### Annexure-G

# Performa for Undertaking regarding Declaration by the Bidder for debarment by public institution(s)

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

To,

**Regional Director** 

Reserve Bank of India, Kolkata

## <u>Name of Work:</u> Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata

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

a) I/we or any of our allied firm\* is/ are not debarred / suspended / blacklisted by any public

institution/ entity in India or any other country as on.....(last date of submission of bid).

b) I/We or any of our allied firm have not made any transgression in respect of the code of

integrity (as mentioned in the tender) with any public institution / entity in India or any

other country in last three years as on.....(last date of submission of bid).

c) we will inform the Bank in writing, in case, /we or any of our allied firm\* is/are debarred /

suspended / blacklisted by any public institution / entity in India or any other country on or

before award of work for the captioned work.

2. I/ We ......(Name of the bidder) declare that I/we or our allied firm\*

.....(Name and address of public institution in India or any other country) and the same effective upto ......(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

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

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

#### Annexure H

## Proforma of Bank Guarantee for Performance of the contract in respect of items of work for which the tenderer have quoted low/unworkable rates

Place

Date

**Regional Director** 

Reserve Bank of India

Kolkata

Dear Sir/Madam,

#### Name of work: Annual Maintenance Contract of Carpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Ultadanga and S.P Colony in Kolkata

#### WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called "the Employer") has invited tenders for \_\_\_\_\_\_

work - hereinafter referred to as "the work") on the terms and conditions mentioned in the tender documents.

It is one of the precondition of the Employer for awarding the contract that the tenderer shall furnish a performance bank guarantee for sum of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_\_ only) (hereinafter referred to as "the caution money") for satisfactory execution of those items of works, for which the tenderer have quoted low/unworkable rates (hereinafter referred to as "the low rates items of work".)

M/s \_\_\_\_\_\_, (hereinafter called as "the Tenderer"), who are our constituents, have tendered for the said work and for award of the work need to submit Performance Bank Guarantee for low ratd items and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only).

#### NOW THIS GUARANTEE WITNESSTH

1. We \_\_\_\_\_ (name of the Scheduled Bank) do hereby agree with and undertake to the Reserve Bank of India, their successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of the low rated items of work for the due performance of the obligations of the Tenderer under the said additional Conditions, provided, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and conform that the sum not exceeding Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week, from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement of agreements or other understandings between the Reserve Bank of India and the Tenderer.

4. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

5. We hereby further agree that:

(a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or grating of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(b) Our liability under these present shall not exceed the sum of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to \_\_\_\_\_ (date) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said herein.

(e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

(Seal of the Scheduled Bank)

Signature of the Authorised Official

(Name, designation, date etc.)

Note - This guarantee will require stamp duty as applicable in the State of \_\_\_\_\_, where it is executed and shall be signed by the official whose signature and authority shall be

## Section VII

## Preamble to Schedule of rates

# Annual Maintenance Contract of carpentry work for Bank's Colonies at Alipore, Ultadanga, Saltlake, S.P.Colony and Dum Dum

The Contractor should arrange to maintain the Carpentry Work in the Bank's various properties. All labours and supervisor should report to the colony caretaker ,the working hours shall be 8 working hours (excluding 1 hour lunch break), 7 working days in a week, the working hours shall be mutually agreed. The emergency works when the workers will have to continue to work till the emergency is over. The weekly holiday should be given to the workers with an alternative arrangement of a reliever. Further, in an emergency, he may be called upon by authorized official of the Bank after/before prescribed working hours on working days and at any time on Sunday/Holidays. The contractor shall abide by the prevailing / future labour laws of the Govt. & shall produce requisite details to them if demanded. The contractor should quote the rate after considering the minimum wages act.

- The contractor shall report to Assistant Manager(Civil)/Junior engineer/Caretaker/Manager (P&S)/Assistant Manager (Security) for office building as well as for residential colonies. He should report to Caretaker of respective colonies on week days and shall work as per directions issued by them from time to time. His services will be utilized in any of the Bank's properties.
- ii) The charges quoted shall include wages, transportation charges, kit of tools and equipment required for the work, making holes in walls/concrete etc & making good the same, incidental charges, all taxes applicable (GST), contractors profit and overheads etc. complete.
- iii) The services rendered under the contract shall be as per the Detail scope of works in Section III 3.9.

## Schedule of Quantities

arpentry work for Bank's Quarters located at Alipore, Salt Lake, Dum Dum, Itadanga and S.P Colony in Kolkata ) with arrangement of suitable number reliever for supervisor, carpenter and helper: oviding and making necessary arrangement to attend the Carpentry related routine / ariodic / preventive maintenance works by engaging services of carpenter on full time asis for supervisions of all the maintenance works in respect of the above-mentioned ank's properties to be performed byengaging minimum one experience carpenter and he helper for each group of colony/quarters from the common pool of labours including uitable number of reliever in total for both the properties from the common pool of bours to attend routine/ preventive / breakdown carpentry complaints & maintaining e installations in serviceable, clean and hygienic conditions for proper habitation of ank's properties such as oiling/ repairing/ replacement of doors/ windows/ wooden/ etallic items, gate, repairs to cloth hanging system, minor panelling work, table pairing, repair/installation of floor spring, door closer, hinges, door stopper, locks etc. ne rate shall include amount for engagement of manpower w.r.t details indicated in max A of Part I of the tender, contractor's profit, overhead charges, otherexpenses ecessary insurance, PF charges, and all type of consumables such as nails & screws, thesive incl. tools(all types of drill machines, cutter machines etc.) & plants hessian oth ,white cement, oil, greases ,removal of debris from Bank's premises, overall/uniform ,safety equipment's (PPE)etc., all complete as required at site cluding necessary conveyance charges required to attend the complaints received on the occupants of the colony etc., all complete as required at site as directed by the ank's officials. <b>Rate should be inclusive of GST, and other statutory charges.</b> ote: No variation in rates shall be entertained during the contract period of one year. : the time of renewal of AMC contract for next every year, hike in the contract amount nal	Description of Annual maintenance work	Quantity	Unit
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nall be derived based consumer price index (CPI) as per Bank's norm. Refer Section Clause 3.22 of Part-I	<b>Note</b> : No variation in rates shall be entertained during the contract period of one year.		
Clause 3.22 of Part-I	At the time of renewal of AMC contract for next every year, hike in the contract amount		
	shall be derived based consumer price index (CPI) as per Bank's norm. Refer Section		
	III Clause 3.22 of Part-I		
otal amount per annum = ₹	Total amount per annum =   ₹		

Date: Place:

Signature and Seal of the tenderer Address