



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

बेटी बचाओ
बेटी पढ़ाओ

Notice Inviting e-Tender (NIT)

e-Tender No: RBI/Kolkata Regional Office/Estate/17/24-25/ET/368

Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street)

Tender Notice

e-Tenders in two parts (part-I and II) are invited for " **Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street).**

1. The work is estimated to cost Rs.7,00,000 /- (Rupees Seven Lakhs only) and the Contract will be started from 14th day after the date of written order to commence work. It may be noted that validity of contract is 3 (three) years (to be renewed every year based on satisfactory performance).
2. The e-tender forms will be issued only to the empaneled vendors enlisted in the list of empaneled vendors maintained by RBI, KOLKATA office for the period 2024-27.
3. e-Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on **August 23, 2024 at 17:00 Hrs** onwards. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is up to **11:00 Hrs. on September 25, 2024**. Part I of the e-Tender will be opened on or after **11:30 hrs on September 25, 2024**. Detailed guideline on the process to submit e-Tender by the vendors have been mentioned in the following **Schedule of Tender (SOT)**. 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.

4. Filled and signed Tender documents (i.e. Part-I only) in prescribed form shall be uploaded on MSTC website. However, an earnest money deposit (EMD) of **₹14,000/-** (Rupees Fourteen Thousand only) shall be deposited by only the successful tenderer through NEFT in favour of Reserve Bank of India, KOLKATA in the Account No. 186003001 & IFSC: RBIS0NMPA01 Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The successful bidder is also advised to send the proof of remittance with transaction number (scanned copy) to estatekolkata@rbi.org.in.
5. The applicants / Tenderers have to upload all annexure / documents mentioned in the tender on above mentioned website.
6. 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.
7. 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

SCHEDULE OF TENDER (SOT)	
Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street)	
e-Tender no.	RBI/Kolkata Regional Office/Estate/17/24-25/ET/368
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://mstcecommerce.com/eproc)
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 14:00 hrs at Estate Department, RBI Kolkata, 3 rd 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	EMD @2% of the total contract amount as specified in the tender will be collected from successful bidder. Note: The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding.
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 26, 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
RBI, Kolkata**

(e-tender no: RBI/Kolkata Regional Office/Estate/17/24-25/ET/368)

E-Tender for

Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street)

Details	Deadline
Date of Pre-bid meeting	September 16, 2024 at 14:00 hrs
Last Date of Submission	September 25, 2024 up to 11:00 hrs
Date of opening of Part I of e-tender	On or after September 25, 2024, 11:30 hrs

Name of Tenderer	
Address	

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DISCLAIMER

Reserve Bank of India, Estate Department, Kolkata has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or any of their respective officers, employees 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 RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, 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. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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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.	<p><u>Process of E-tender:</u></p> <p>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).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn (Version 3)</p> <p>1) 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).</p> <p><u>Contact Persons (MSTC Ltd – During Office Hours only):</u> 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: smukherjee@mstcindia.co.in Shri. Kranti Kumar– 9174009882 Email id: kkkumar@mstcindia.co.in MSTC Help Line:9499054101/2/3/4. Email id : helpdesk@mstcindia.co.in</p> <p><u>Contact Persons (RBI - During Office Hours only):</u> Shri. Subir Kumar Das (AGM, Estate Department)</p>
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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. Rakesh Kumar Mishra (AM-Technical, Estate Department)

Mob- 8005490248, rkumishra1@rbi.org.in

Shri Vikas Kumar, (JE-Electrical, Estate Department)

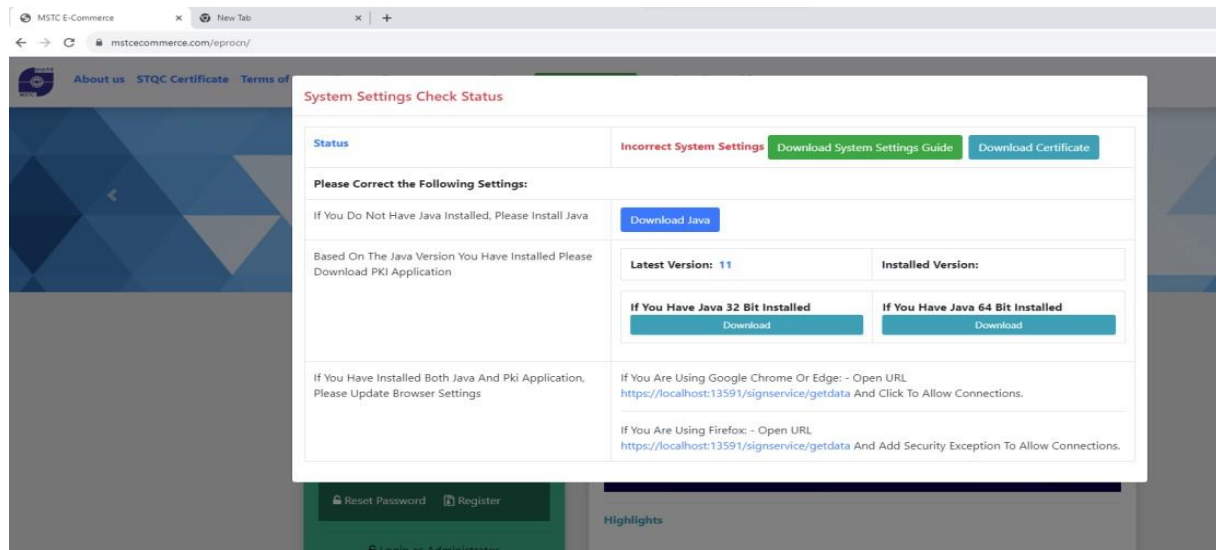
Mob-8587830182, kumarvikas@rbi.org.in

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

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 <https://www.mstcecommerce.com/eprocn>



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 www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → 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.

	<p>Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.</p> <p>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.</p>
<p>2.</p>	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e- mail confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
<p>3.</p>	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. No deviation to the technical and commercial terms & conditions is allowed .</p> <p>The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.</p>
<p>4.</p>	<p>Clarifications and pre-bid meeting: If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.</p> <p>In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in SOT. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.</p>

<p>5.</p>	<p>Amendment to the Tender Document: At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.</p> <p>The said amendment in the form of the addendum/ corrigendum will be sent to all the prospective Bidders who have paid the registration fee for the Tender in case of open tenders and all the enlisted contractors, in case of limited tenders. This communication will be in writing and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by fax/courier/e-mail to RBI. The amendments would also be made available on the website of RBI in case of open tenders. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.</p> <p>In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.</p>
<p>6.</p>	<p>All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)</p>
<p>7.</p>	<p>Preparation of bid and Cost of bidding: The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.</p> <p>The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.</p>
<p>8.</p>	<p>Filling of Rates: Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.</p> <p>In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the rate for the item shall be considered as 'Zero' and the tender shall be evaluated accordingly.</p> <p>No advice of any change in rate or conditions after the opening of the tender will be</p>

	entertained
9.	<p>Signing of Bid, Power of Attorney : Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.</p> <p>The tender submitted on behalf of a firm must be signed separately by each partner of the firm or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, or it must be signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.</p> <p>Bidders shall upload, along with Part-I of the tender, a scanned copy of the power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with Reserve Bank of India and act as the contact person. The sample of proforma of the power of attorney shall be as annexed hereto. The hard copy shall be submitted in office subsequently.</p>
10.	<p>Opening of Bids: The Part I of the tender, will be opened on the time and date, as specified in the presence of authorized representatives of the bidders who choose to be present.</p> <p>The duly filled-in Part II of the tender, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.</p>
11.	<p>Clarification & Evaluation of Bids: RBI would subsequently examine and evaluate bids as below:</p> <ol style="list-style-type: none"> a. Price Bids of only those Bidders who are technically qualified shall be opened. b. Rates quoted for each item shall be considered during verification/ scrutiny c. If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct d. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly. e. To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required during the evaluation of Bids in accordance with tender

	<p>clauses</p> <p>f. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.</p> <p>g. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount and Annual Maintenance Contract (AMC) amount, if any. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.</p> <p>h. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.</p>
12.	<p>Acceptance of Tender and Award of Work: On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently</p>
13.	<p>Performance Bank Guarantee: The Contractor whose tender is accepted, will be required to furnish performance bank guarantee of specified percentage of the contract amount within the period specified. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.</p> <p>Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order / letter of acceptance of tender. In case of any delay in submission of the PBG beyond 14 days, penalty will be deducted from the bills of the contractor at Bank rate.</p>
14.	<p>Retention Money/ Security Deposit: On completion of the works, the contractor would be paid the amount equal to EMD and the RBI will release the remaining Security Deposit after rectification of the defects pointed out during the Defects Liability Period. The amounts retained by the RBI shall not bear any interest. In case of tenders for equipment/ installation, having Annual Maintenance Contract as an integral part of tender, the Security Deposit shall be as described under Special Instructions to Bidders.</p> <p>All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so</p>

	<p>permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted</p> <p>The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.</p>
15.	<p>Taxes/ Duties/ Levies : GST or any other tax/ Duty/ levy applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.</p> <p>The successful tenderers may also note that RBI shall deduct all the statutory taxes (IT/ GST etc.) as per the extant provisions of the applicable Act from the bills and amount due to them from bank and remit the same directly to the Government.</p>
16.	<p>Employer's right to accept or reject any or all the bids: Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.</p>

Form of Tender

Regional Director,
Reserve Bank of India,
Kolkata.

Dear Sir,

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

Memorandum

(a)	Description of work	Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street)
b)	Estimated cost (Rs.)	₹7 lakh
c)	EMD	EMD @2% of the total contract amount as specified in the tender will be collected from successful bidder. Note: The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding.
(c)	Performance Bank Guarantee	5% of the quoted amount (to be deposited by successful Contractor)
(d)	Time period of AMC	One year (to be renewed every year based on satisfactory performance)

2. Should this quotation be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they March be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.
4. Our bankers are (full address)

(i)	
(ii)	

The names of partners of our firm are:

(i)	
(ii)	

Name of the partner of the firm authorized to sign	
OR	
Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached)	

Yours faithfully,

Signature of Contractor

Detailed scope of work

A. **Description of Work:** This work is the (Pest Control Services) for the Banks colonies and Offices, which includes

B. **Details of Premises where work is to be carried out are as under:**

a) Bank's Main Office building

Sl.	Particulars	No. of Floors
1	Bank's Main Office Building (Plinth area 63,908sqft ,Floor Area 315167.18 sqft)	G+12
2	Annexe Building (Floor Area = 23858 sqft)	G+2
3	Sub Staff Quarters (Floor Area= 2659 sqft)	G+2
4	Common Areas = 40933 sft	

b) 8 Council House Street

Sl.	Particulars	No. of Floors
1.	Museum Building and ZTC (Plinth Area10,120sqft, Floor Area=7319 sqft)	G+3
2	Common Area = 6084 sft	

C. **Details of the work to be carried out is as follows:**

i. Integrated Pest Management Service:

Pests covered:

1. Crawling insect pests such as cockroaches, bed bugs, ants, silverfish, carpet beetles, bugs etc.
2. Wood borers wherever and whenever seen.
3. Termites wherever seen by chemical spray method.
4. Drainage flies, fruit flies, honey bees, mosquitoes, flesh flies, wasps, hoppers, etc. by chemical spray and chemical misting.
5. Non-insect pests such as spiders, mites, ticks, lizards/snakes etc.

Areas Covered:

1. Premises covering the entire building and external perimeter.
2. All drainage chambers in the ground level.

3. Open area and garden around the building.

Treatment Method:

1. Chemical spray method for crawling insect pests.
2. Gel baiting method for cockroach Control & Sanitization.

Chemicals to be used:

1. Products approved by Central Insecticides Board for Indoor use should only be used, Copies of certificates to be submitted for the same.
2. Products should not cause any odors and stain.
3. Manufacturer specification along with methodology for treatment for various applications shall be submitted along with this tender.

List of Products for spray: SC formulations of Cyfluthrin, Beta Cyfluthrin, Deltamethrin Flow, Alphacypermethrin, Pyriban (20% EC Chloropyriphos) and WP formulations of Deltamethrin, Alphacypermethrin, Lambda Cyhalothrin

List of Products for Gel baiting: Fipronil and Imidacloprid.

ii. Integrated Rodent Management Service:

Rodent covered:

Roof rat, Norway rat, House Mouse, shrew and bandicoots.

Areas covered:

All internal and external areas.

Treatment Method:

- a. Extensive trapping in internal areas/External with sufficient glue pads (wherever required) on monthly basis.
- b. Maps of the bait stations and traps to be submitted on monthly basis.

Chemicals used:

For baiting, only Bromodialone based anticoagulants to be used in the external areas. No baiting to be used in the internal areas.

iii. Fogging Treatment:

Pests covered:

Mosquito

Areas covered:

All internal common areas including lift shaft, machine room, staircase, lift lobby and external areas including Garden area.

Treatment Method:

- a. Spraying using necessary power equipment to achieve effective Control on mosquito by using combination of various approved chemicals mixed in proportions with KEROSENE in approved proportion.
- b. Larva treatment in the drainage, chambers, gully traps around pumps with power equipment for spraying.

List of approved materials and suppliers:

Sr No.	Item / Material	Make / Name of the Manufacturer
A	Chemicals:	
	All chemicals like	M/s John Diversey Ltd
		M/s Unichem India Ltd
		M/s Taski Ltd
B	Soft tools:	
		M/s Kleenol India Limited
		M/s Cleanfix - Schevaran
		M/s John Diversery Ltd
C	Disinfection Materials:	
		Diversey- Virex 256

INTEGRATED PEST MANAGEMENT FREQUENCY:

S.No	Treatment Method	Area covered	Frequency
	OFFICE PREMISES		
1	Gel /Baiting	All Office Premises	Monthly Services
2	Chemical Spray.	All Office Premises	Fortnightly Services
3	Gel /Baiting services	Kitchen, Dining areas, pantries and VIP floors	Monthly Services
4	Chemical Spray.	Kitchen, Dining areas, pantries and VIP floors	Fortnightly Services

5	Chemical Spray	Stairs, electric meter room, external perimeter, drainage chambers, shafts, lift pits, etc.	Fortnightly Services
6	Chemical spray or Gel baiting	Pests seen in between the services	As and when required

2. Contract is to provide **pest control/rodent control/Mosquito control/Anti-termite treatment** and the scope of services to be rendered the contract shall broadly include the following items of the work without claiming any extra cost:

- a. The contractor shall be responsible to treat and keep all the areas in the Bank's Office Premises free from cockroaches, mosquitoes, ants, lizards, rodent, snakes etc.
- b. Pest/rodent control treatment for killing cockroaches, mosquitoes (including mosquito larva control fogging and fumigation), spiders. Lizards, rodent (rats, mice & bandicoots), bedbugs, snake, woodborers, beetles, silver fishes, germs, millipedes, weevil, red & black ants, and keeping the premises from such pets.
- c. **Anti-termite treatment including post construction treatment at periodical intervals.** It is to be provided in masonry work, woodwork inside the buildings and around the premises.
- d. **Fumigation/fogging, spraying of chemicals** at regular intervals **weekly** basis or as per the requirement on need basis.
- e. Spraying anti-larva chemicals at common area of entire premises to control mosquito breeding mainly at open drain, manhole chambers, fountain, water logging area, etc.
- f. Providing rodent control services by using rodent control bait, gum pads or any other method and disposing the same.
- g. Permits and licenses required for the execution of the work shall be obtained by the contractors at his/her expenses. The Contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor performs any act which is against the law, rules and regulations he/she shall meet all the costs arising there from and shall indemnify RBI for any legal actions arising there from.
- h. He/ She will take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his/her place of work.
- i. The contractor shall continuously maintain adequate protection of all his/her work from damages and shall protect RBI's properties from injury or loss arising in connection with contract. He/she will make good any such damage, injury, loss (except due to causes beyond his/her control) due to his/her fault or negligence.

3. Specification/Methodology:

3.1 **For internal areas of the buildings at all heights and floors:** - Providing & spraying permitted/environmentally friendly chemical emulsion as per manufacturer's specifications on monthly basis **except OLDR, Kitchens, Staff canteen, which are to be done on weekly basis.**

3.1.2 **For external areas of Office Premises:** - Providing & spraying permitted/environmentally friendly chemical emulsion as per manufacturer's specifications **on monthly basis** or less as per requirement on need basis.

3.2 For **Anti-termite Treatment**

3.2.1 For Internal areas of the office buildings at any heights and all floors: The termite control treatment shall be carried out by using Pyriban (20% EC Chloropyriphos) in the ratio 1: 19 and as directed or with any other IS approved equivalent chemical pesticide as per the manufacturer's specifications.

The following types of treatment for termite control has to be carried out as and when required for office premises as and when required/advised.

3.2.2 For **Wood Works:** All the existing woodwork which is in contact with the floor or walls and which is infested by the termites shall be treated by:

i) Spraying the chemical emulsion mixture of one part of chemical and 19 parts of kerosene oil @ 250ml for the unit (i.e. for each door, window, cupboard, shelves, etc and one sqm. Of wooden partitions, etc.

ii) Drilling 6mm dia. Holes at a downward angle of about 45 degree at the point of contact of woodwork and masonry/concrete for the horizontal and vertical members of the framework (drilling minimum 2 nos. holes per vertical and horizontal member for doors, windows, cupboards, etc. with a total of minimum 8 holes per unit and squirting chemical emulsion in the ratio 1: 19 (one part of chemical and 19 parts of kerosene oil) into these holes @ 200ml of the mixture per hole using hand operative pressure pump or heavy diameter syringe as directed. The treated holes shall be sealed completely as directed by the Bank's engineer.

3.2.3 For **Masonry and concrete (RCC & PCC) Walls:** All areas such as brick walls/RCC walls etc. which is infested by termite shall be treated by spraying the chemical emulsion mixture i.e. 1 part of chemical and 19 parts of water @ min. 250ml per sqm area.

The source points in the treated surface shall be traced, 6mm dia holes to be drilled at a downward angle of about 45 degree at that points for a depth of 3" and 6" for 5" and 10" brick wall respectively and a depth of 3" for RCC wall and squirting the chemical emulsion into these holes @ min. 250ml of the mixture per hole using hand operative pressure pump or heavy diameter syringe including the treated holes shall be sealed after treatment completely as directed by Bank's engineer.

3.2.4 For **the external areas of the Office Buildings:** The following types of treatment for termite control has to be carried out as and when required for all Bank's office buildings in Kolkata:

For the external periphery face of the building, garbage vats, compound walls and any other similar structure the termite control treatment shall be carried out using "Pyriban" (20% EC Chloropyriphos) in the ratio 1 : 19 (chemical : water) and as directed or with any other IS approved equivalent chemical pesticide as per the manufacturer's or relevant IS specifications.

All the masonry and RCC walls and any other surfaces, etc which are infested by termites shall be treated by spraying the chemical emulsion mixture i.e. 1 part of chemical and 19 parts of water @ min 250ml per sqm. Area. The sources in the treated surface shall be traced, 6mmdia. Holes to be drilled at a downward angle of about 45 degree at that points for a depth of 3" and 6" for 5" & 10" thick brick wall respectively and a depth of min. 3" for RCC wall and squirting the chemical emulsion into the holes @ min. 250ml of the mixture per hole using hand operative pressure pump or heavy diameter syringe including the treated holes shall be sealed after the treatment, etc, all complete as directed by Bank's engineer.

Apart from the usual dosage, any manifestation found in the open area shall be located, identified and effectively sealed.

3.3 For **Rodent Control**

3.3.1 For the internal areas of all the office buildings for all floors and at all heights

Chemical treatment

Providing/applying/spraying/fumigating/baiting, etc., using permitted/environmentally friendly chemical as per manufacturer's specifications and carefully disposing of the dead/live rats outside Bank's premises or as directed by the Bank's officials. The chemicals used shall be changed alternately.

Non-Chemical Treatment

For a coverage of 500sqft.

(i) Providing and supplying two big traps of size 12" x6" x 6" with necessary baits inside including removing the rats and safely disposing the same outside the Bank's premises.

(ii) Providing and supplying super international glue boards of size 12" x12" square type and placing it at suitable locations as per the manufacturer's specification as desired by Bank's officials.

All kinds of treatment provided whether chemical or non-chemical shall be inspected minimum thrice a week. The baits shall be changed accordingly as and when required.

3.3.2 For external areas of the office premises

For all open areas, garbage bins, etc., providing, applying/spraying/fumigating/baiting as required using permitted/environmentally friendly chemicals as per manufacturer's specifications.

If Zinc phosphide is used then for coverage of 500sqft, 5gm of Zinc Phosphide mixed with 100gm of any approved bait, may be applied.

3.4 Mosquito Control

- (i) Carrying out anti-larva mosquito treatment at drains, manholes cover, bushes & waterlogged areas with all toll & tackles, labour, transportation, etc. as per direction of Bank's officials.
- (ii) Fogging operation shall be carried out with the help of Van Fogger, etc. which could be easily carried on shoulder.
- (iii) The following chemicals is to be used for fogging operation service mixed with Pyrethrum 2% Exct, or King Fog or Deltamethrin 1.25% w/w or w/v/dosage per 10000sqm. 50ml pf chemical to be diluted in 10 liters diesel or as per the manufacturer's specification.
- (iv) The work includes the measures against mosquitoes & other such insect, etc. in the surrounding areas of office building. The operation consists of the following activities:
 - a) Anti-Larva measures/spraying in the breeding places or as per requirement of E.I.C.
 - b) Anti- Mosquito fogging
- (v) The work is to be carried out as per requirement of E.I.C. The treatment is to be carried out at the entire office areas.
- (vi) The anti-larva spraying work to be done at all drainage system & waterlogged & bushes, etc.

Note: The cost of following items of work should also be included in the quoted rates:

- a) The following registers shall be maintained by the contractor in property wise
 - i) Attendance Register
 - ii) Routine/preventive/periodic maintenance work register
 - iii) Any other logbooks as directed by Caretaker/P&S Department and Bank's authorized official
- b) Above registers shall be inspected by Caretaker/P&S Department and Bank's authorized official for their verification.
- c) Providing of all essential tools to his/her staff for day to day maintenance & emergency works.
- d) Providing of all safety equipments, materials to his/her staff,
- e) Providing uniform, safety shoe, torch, mobile phone, musk, gloves, etc. to his/her all staff,
- f) Providing necessary training to his staff on quality, safety & technology,
- g) Submission of quarterly report on preventive/periodic maintenance in the prescribed format as directed by Caretaker/P&S Department and Bank's authorized official.
- h) If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person,

i) Service/maintenance report/call sheet should be maintained in each case and should be submitted duly countersigned by the supervisor & user/complainant while submission of monthly bill. The report should contain the following details

- i) Time of call
- ii) Time of report
- iii) Time of restoration
- iv) Nature of failure
- v) Probable cause
- vi) Action taken, etc

j) RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending upon the site requirement for execution of the work mentioned in the scope of work without any additional cost.

k) 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 the work.

l) 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 the same. The firm has to depute sufficient staff/technicians on Sunday/bank's holidays, if Bank desired.

m) **All the pest control maintenance staffs should report to the caretaker/P & S (Maintenance)/authorized Bank's Official.** The contractor shall maintain a record of payment to their workers and shall submit along with the bill. Bank reserves the right to depute officers/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.

n) Agency is required to give prompt service in case of complaints. In case of inordinate delay beyond the stipulated time in attending to specific complaints, Bank has a right to levy a penalty for each unattended complaint.

o) 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.

GENERAL TERMS AND CONDITIONS

1. The quotations shall be opened at as per schedule of tender ,at this office in the presence of contractors or their representatives should they choose to be present.
2. Quotations shall remain open to acceptance by the Bank for a period of 90 days from the date of opening of the Quotation, which period March be extended by mutual agreement and the Tenderer shall not cancel alter or withdraw the Quotation during this period.
3. Reserve Bank of India does not bind itself to accept the lowest or any Quotation and reserves to itself the right to accept or reject any or all the Quotations either in whole or in part, without assigning any reasons for doing so.
4. The contractor shall clearly understand the scope of work and items to be carried out before quoting. The tenderers shall see the site before quoting for the work. They shall also note the following:
 - (i) The detailed item wise work, specifications
 - (ii) All the approved brands of materials.
5. The tenderer must obtain for himself, on his own responsibility and at his own Expenses, all the information which March be necessary for the purpose for 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 work, nature of work and all matters appertaining thereto.
6. The rates quoted in the Quotation shall be for completing the work according to the detailed specifications including supplying material, labour, etc. at site. The rate shall inclusive of GST by Central Government or State Government or any applicable taxes levied by local controlling statutory authorities. The rates shall also include transportation, loading and unloading, freight charges, transit, insurance etc. The rate shall also include handling, transportation from store to place of work of the materials to be supplied by the Bank.
7. 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.
8. Each of the tender documents should be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
9. The tender must be filled in either English or Hindi. If any document is missing or unsigned the tender will be considered invalid.
10. All erasures and alterations made while filling the tender must be attested by initials of the Tenderer. Overwriting of figure is not permitted; failure to comply with any of these

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

11. The contractor shall arrange to get all the samples of materials to be used in the work approved from Caretaker/P&S Department and Bank's authorized official.
12. Time shall be considered as the essence of the contract. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the specified period of fail to keep the programmed of work as per the programmed given by the contractor and approved by the Bank.
13. The contractor shall quote rates in the schedule of quantities considering all the conditions mentioned above and elsewhere in the quotation.
14. The quantities mentioned in the tender are approximate and may vary on either side. Any surplus item left will not be paid and shall be returned to the contractors without any payment. Contractors are advised to measure the quantities before procuring the same.

15. Insurance in respect of damages to persons and property:

The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be reasonable for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer (RBI) a policy of Insurance in the joint names of the Employer and the

Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor. The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer/Architect may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or policies of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us in case the work is entrusted to me/us.

16.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.

17.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 elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

18. 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.
 - j. failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
- (ii). For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
- (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 .**

Place:
Date:

Signature of Tenderer
with the seal of their Company

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
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 metre.
6. Workers employed handling material such pest-control chemical etc. shall be provided with protective footwear and rubber hand-gloves.
7. Suitable face masks should be supplied for use by the workers when the chemical is applied in the form of spray or surface.

The Conditions Hereinafter Referred To

4.1 Interpretation Clause

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

- (a) "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.
- (b) "Contractor" "Contractor" shall mean
(in the case of a partnership) _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
(in the case of individual) "Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
(in the case of Company) "Contractor" shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
- (e) "Banks Engineer" The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written

order of the Bank's Engineer with the prior concurrence in writing of the Employer.

The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

- (f) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.
- (g) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (h) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (i) "The works" Shall mean the **Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street)** for the Employer at **Reserve Bank of India, Kolkata** as provided herein.

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

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

4.5.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.

4.5.2 The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

4.5.3 The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

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 Bank's SARs) and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and

other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

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.

4.8 Access to Works

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

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 the Employer.

The Assistant Manager (Tech)/Manager (Tech) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

4.10 Assignments and Sub-letting

4.10.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

4.10.2 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor

shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

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

4.15 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 and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

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 may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

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

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

said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.17 Termination of Contract by Contractor

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 to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

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 and is 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 be 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, 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 or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

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.

Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	EMD	EMD @2% of the total contract amount as specified in the tender will be collected from successful bidder. Note: The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding	
3	Terms of payment	Payment shall be made on monthly basis. A statement for material/plants consumed/supplied shall be prepared separately, mentioning location, name of material/plant etc. with caretaker's signature.	
4	Technical /commercial specifications	As per specifications in Part I of the tender	
5	Termination of contract Penalties	Clause no. 6 of Section-III of General Instruction to tenderers & Special condition	
6	Performance Guarantee	10% of Annual Contract amount in the form of Bank Guarantee	
7	Acceptance for supply of materials/ fittings/ fixtures	At Bank's Standard Approved Rates (SARs) or at reasonable rates approved by the Bank based on actual cost plus 15% OH, transportation & profit	
8	Insurance Clause accepted	Clause -15 of General Terms and Conditions	
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:
Date:

Signature of contractor with seal:
Address with contact nos

Preamble to the contract

- i) Contractors are advised to inspect the site and understand the scope of work well before quoting their rates.
- ii) Payment for the AMC work shall be made on monthly basis. Successful contractor shall submit a Performance Guarantee of a sum equal to 5% of annual estimated cost. The Guarantee so submitted will not carry interest and shall be released to the contractor during last quarter of AMC on submission of new Performance Guarantee of a sum equal to 5% of annual contract amount. If the contractor fails to carry out the work satisfactorily, or does not comply with the instructions of the Bank for carrying out necessary rectifications/ corrections within a reasonable period as specified, the Bank at his discretion will forfeit the amount of PBG and terminate the contract without assigning any reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may be.
- iii) Water and electricity for the work shall be made available free of cost in the Bank's premises at fixed points and the contractors will have to make their own arrangement of hose pipes, booster pumps, wires etc. for watering the plants etc. from the same.
- iv) The Bank reserves the right to terminate the contract if the work is not found satisfactory or there is any undue delay in execution of the work and its unsatisfactory maintenance.
- v) Any damage to the property shall be made good by the contractor at his own cost and proportionate deductions will be made from the bill for any unsatisfactory work rendered by them.
- vi) The contractor will be solely responsible for administration of services like leave, weekly offs, substitution, minimum wages as per Govt. rules, compliance of labour laws etc.
- vii) The works at site will be rendered under the instructions of the as directed by Caretaker/P&S Department and Bank's authorized official.
- viii) Charges required to comply with all the provision under contract labour Act 1970 and subsequent revision if any and rules therein.
- ix) Providing for all costs and charges incurred by the contractor complying with all safety, health and welfare regulations, appertaining to staff and work people employed on the site. The rates include all taxes as applicable.
- x) The contractors shall follow the code of practice for pest control measures in buildings as stipulated by the manufacturers of the chemicals.
- xi) **Renewal** :-Contract will be for a period of one year and would be renewed on yearly basis on satisfactorily completion of the services during preceding year.

On renewal of contract, the revision of rates may be done on the basis of cost escalation. The percentage increase in cost excluding taxes / duties shall be calculated by using formula

$$AC = AP \{(30 \times WPIc/WPIp) + (70 \times CPIc/CPIp)\} \times 1/100$$

where, AP and AC are present price and revised price, respectively WPIc and WPIp are Wholesale Price Index for pesticides/chemicals for all India for 6 months prior to the commencement date of contract for the current year & previous year, respectively. CPIc and CPIp are Consumer Price Index for Industrial workers for all India for 6 months prior to the commencement date of contract for the current year & previous year, respectively.

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.

xii) **Penalty** :- 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 labour 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 by the 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.

Date:

Signature of Contractor with stamp:

Place:

Address with Telephone Nos.:

PREAMBLE TO SCHEDULE OF QUANTITIES

The quoted rate shall be inclusive of the following:

1.	Visiting the site, gathering information about work and understanding the scope of work well before quoting the tender.
2.	The Bank shall consider allowing the contractor to take the water and electricity from the premises. All hoses and wire etc. shall be arranged by the contractors at their own cost.
3.	Providing for all costs and charges incurred by the contractor complying with safety health and welfare regulations, appertaining to staff and work people employed on the site. The rates include all taxes as applicable.
4.	Contractors shall be fully responsible for all the staff/ workmen deployed by them. Minimum wages should be paid and certificate confirming the same should be enclosed along with bill.
5.	The workers engaged at site for the work shall wear a jacket over their normal dress which shall have the firm's name clearly written on the back.

Signature of the contractors

With stamp

Articles of Agreement

The service contract is made the _____ day of _____ between the Reserve Bank of India, having its Office at 15 N.S. Road, Kolkata-700001 (hereinafter called "the Employer") of the one part and M/s _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out "**AMC for Pest Control Treatment in Bank's Office Premises (BMOP & Annex Building at NS Road, ZTC & Museum at 8, Council House Street)**" as indicated in the work order:

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

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) This agreement will come into effect from ----- and will remain in force up to ----- - or unless it is terminated as per the terms herein after contained.
- b) The charges of Rs.----- (Rupees----- only) covering the cost of manpower, materials, chemicals, spray pumps etc. for efficient rendering the services shall be payable on quarterly basis subject to submission of bill/ invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.
- c) The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- d) The above charges also include **GST**, whether existing or levied in future by the Central Government or the State Government or any local authority.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. Services To Be Rendered by the Contractor:

The contractor shall:

- Ensure that he deploys trained and competent persons 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/ employer 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 Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- 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 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.
- Obtain Police verification of all his/ her employees/ agents.

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 and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- b) The contractor commits a breach of any terms and conditions of this agreement and/ or

- c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
- d) There is any variation in the ownership/ partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

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 be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.

E. The contractor shall ensure payment of minimum wages to the workmen employed by him/ 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 and Abolition) Act, 1970 or any other labour law / statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

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

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

treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.”

I. All payments by the Employer under this Contract will be made only at Kolkata.

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

Signature Clause:

Signed and delivered by Reserve Bank of India, Kolkata

(Name and Designation)

In the presence of:

Witnesses:

1. _____
_____ Address:

2. _____

Address:

If the party is a Partnership firm or individual:

(Name and Designation)

In the presence of:

Witnesses:

1. _____
_____ Address:

2. _____

Address:

Performa of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:
The Regional Director
Estate Department
Reserve Bank of India
Kolkata

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnish able to you by M/s _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for “AMC for Pest Control Treatment in Bank’s Office Premises (BMOP & Annex Building at NS Road, ZTC & Museum at 8, Council House Street)” 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 March be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR_____ only)

as March be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as March be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which

under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing unconcealed and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that March exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favor 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 _____

**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: for Annual Maintenance Contract for Pest Control/ Anti-termite/
Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises
(BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House
Street)**

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 presents 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

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

Name of Work: for Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street)

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)

3. I /We further certify that..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its

subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we.....(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/order.

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

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

Date:

Place:

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

Name of Work: Annual Maintenance Contract for Pest Control/ Anti-termite/ Rodent Control / snake/Mosquito Control Treatment for Bank's Office Premises (BMOP & Annex Building at 15, N. S. Road, ZTC & Museum at 8, Council House Street)

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 of the allied firm(s)) is/ are debarred / suspended / blacklisted by

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

(seal and signature of the bidder)

Date

Place

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

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

Annexure VI

Details/ Name of chemicals to be used by the contractors:

S.No.	Treatment	Chemical used with composition	Manufacturer/ Brand/ Company

Date:

Signature of Contractor with stamp:

Place:

Address with Telephone No.

Check List

S. N.	Description	Acceptance
1	Performance Guarantee 5% of the quoted amount (to be deposited by successful Contractor)	Yes / No
2	Servicing acceptable as per tender schedule	Yes / No
3	Payment on monthly basis on submission of bill along with service report after completion of work	Yes / No
4	Acceptance of Escalation Clause as per relevant clause of tender	Yes / No
5	Penalty for improper service will be charged as per relevant clause of tender	Yes / No
6	Insurance Clause accepted	Yes / No
7	Details of chemicals with composition submitted	Yes / No
8	Chemicals used are environmental friendly	Yes / No

Date:

Signature of Contractor with stamp:

Place:

Address with Telephone Nos.

AMC for Pest Control Treatment in Bank's Office Premises (BMOP & Annex Building at NS Road, ZTC & Museum at 8, Council House Street)

Schedule of Quantities

SI No.	Description of Work	Quantity	Unit
1	<p>Pest Control/Anti-termite/Rodent Control/Mosquito Control Treatment</p> <p>Providing and making necessary arrangement for maintaining the Bank's office premises in serviceable and hygienic conditions for proper habitation, by providing/anti-termite/rodent control/ Mosquito Control Treatment/services for Bank's Office Premises at Kolkata i.e. (BMOP & Annex Building at 15 N.S. Road, ZTC & Museum at 8, Council House Street) as per the detailed scope of work. The treatment should control the menace of cockroaches, termite (post Construction), mosquitoes (including mosquito larva control, fogging and fumigation), Rodent (Rate, Mice & Bandicoots), Bed-Bugs, Snacks, Woodborers, beetles, silvers fishes, germs, millipedes, weevil, red & black ants, and also to attend the complaints received from the departments in the office premises, etc, all complete as required at site as directed by Caretaker/P & S (Maintenance)/authorized Bank's Official. The treatment covers the internal areas of all the buildings at all heights and floors and also for the external areas of the Office Buildings including the open spaces, lawn areas, pathways, small structures, etc, all complete as per the required periodicity. The frequency of treatment should be increased during monsoon or as per requirements at site of based on the complaints of the occupants.</p>	12 months	per month

Details of approximate areas in various office premises are shown as under :-

- a) BMOP, 15 N.S. Road (size of the plot 1,04,841sqft., Plinth Area 63,908sqft., Carpet Area 3,15,167sqft.)
- b) Annex Building, 15 N.S. Road (Carpet Area 30,741sqft.)
- c) ZTC & Museum at 8 Council House Street (Size of the Plot 16,204 sqft, Plinth Area- 10,120sqft., Carpet Area- 36,469sqft.)

Place: Signature and seal of the contractor

Date: Address with Contact Nos.