

# भारतीय रिज़र्व बैंक संपदा विभाग, नागपुर

नागपुर में बैंक के कार्यालय और आवासीय परिसर के रखरखाव के लिए एकीकृत सुविधा प्रबंधन सेवाएं (आईएफएमएस)

भारतीय रिजर्व बैंक, नागपुर (बैंक) ई-टेंडर मोड द्वारा खुली निविदाएं आमंत्रित करता है "नागपुर में बैंक के कार्यालय और आवासीय परिसर के रखरखाव के लिए एकीकृत सुविधा प्रबंधन सेवाएं (आईएफएमएस)" निविदा प्रक्रिया MSTC लिमिटेड के ई-टेंडरिंग पोर्टल (https://mstcecommerce.com/eprocn) के माध्यम से की जाएगी। सभी इच्छुक पात्र ठेकेदारों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से MSTC लिमिटेड के साथ खुद को पंजीकृत करना होगा।

मद	नागपुर में बैंक के कार्यालय और आवासीय परिसर के रखरखाव के लिए एकीकृत सुविधा प्रबंधन सेवाएं (आईएफएमएस)
ई-निविदा संख्या	RBI/Nagpur Regional Office /Estate/3/25- 26/ET/47 [IFMS at Nagpur]
निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली ( <u>www.mstcecommerce.com/eprocn</u> )
पार्टियों के लिए उपलब्ध NIT की तिथि डाउनलोड करने के लिए	06 मई 2025 को शाम 04:00 बजे से
निविदा शुल्क	शून्य
बोली-पूर्व बैठक	ऑफलाइन - 30 मई 2025 को सुबह11:00 बजे स्थान- संमेलन कक्ष, मुख्य कार्यालय भवन, भारतीय रिजर्व बैंक, संपदा विभाग, नागपुर-440001।
कार्य की अनुमानित लागत	₹274 लाख

## **SCHEDULE OF TENDER (SOT)**

बयाना राशि	₹5,48,000/- by NEFT, RBI A/c No 8714295, IFSC Code: RBIS0NGPA01(5 <sup>th</sup> &10 <sup>th</sup> digit is zero) or 1) अपरिवर्तनीय बैंक गारंटी	
EMD जमा करने की अंतिम तिथि	16 जून 2025 को दोपहर 02:00 बजे तक	
www.mstcecommerce.com/eprocn पर ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि	04 जून 2025 को शाम 04:00 बजे	
तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	16 जून 2025 को दोपहर 02:00 बजे तक	
भाग-। (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय भाग-।। मूल्य बोली: भाग ।। अर्थात मूल्य बोली खोलने की तिथि अलग से सूचित की जाएगी	16 जून 2025 को दोपहर 03:00 बजे	
लेनदेन शुल्क	MSTC लिमिटेड के पक्ष में MSTC भुगतान गेटवे /	
	NEFT / RTGS के माध्यम से लेनदेन शुल्क का	
	भुगतान, जैसा कि उनके द्वारा सूचित किया गया हो।	

2. बैंक सबसे कम कीमत वाली निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

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

> क्षेत्रीय निदेशक भारतीय रिजर्व बैंक नागपुर



# Reserve Bank of India Estate Department Nagpur

Tender for

# Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur

Part I

Name of Bidder \_\_\_\_\_

Address\_\_\_\_\_

Date of Pre-Bid meeting: May 30, 2025, at 11:00 AM

Due Date of Submission: June 16, 2025, till 02:00 PM

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#### DISCLAIMER

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

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

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

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# Section I

# Notice Inviting e-Tender (NIT)

# Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur

- 1. Reserve Bank of India, Nagpur invites competitive e-tenders/ e-bids for Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur from eligible bidders as per the specified pre-qualification criteria. The work is estimated to cost of **₹274 Lakhs** and the contract duration shall be one year.
- 2. The Earnest Money Deposit (EMD) shall be submitted in the form of irrevocable Bank Guarantee or NEFT. The irrevocable BG shall be submitted in sealed cover addressed by name to Shri Sachin Shende, Regional Director, Reserve Bank of India, Civil Lines, Nagpur- 440001 so as to reach Estate Department, Reserve Bank of India, Dr. Raghvendra Rao Road, Civil Lines, Nagpur- 440001 up to **02.00 PM on June 16, 2025** superscribed as "EMD for Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur. Online tenders will be available for viewing /downloading by all firms till **02:00 PM on June 16, 2025**. EMD shall be released to the contractor on submission of PBG as specified in clause of contract. On award of work, EMDs of unsuccessful tenderer shall be released thereafter.
- 3. All the Pre-Qualification papers shall be submitted through MSTC portal or e-mail on or before **June 16**, **2025**, **up to 2 pm**. The scanned copy of all the PQ document may be forwarded to mail id: <u>estatenagpur@rbi.org.in</u>, <u>gyansharma@rbi.org.in</u>, <u>rkkhandelwal@rbi.org.in</u>, <u>abhirupchaudhuri@rbi.org.in</u>, <u>shivdasrathod@rbi.org.in</u>, latest by **June 16**, **2025**, **till 02:00 PM**. The same shall be examined by the Bank and the eligible participants shall be intimated accordingly. However, in case the firm submit soft copy of documents for Bank's scrutiny to establish their eligibility, they have to mandatorily submit the hard copy of the same before opening the Part-I of the tender failing which the said tenderer shall be treated as disqualified.
- 4. The firms which do not comply with the following pre-qualification criteria and/or do not submit EMD will not be considered for opening of their tender Part-II (Price Bid):
  - a) The intending bidder must have minimum 5 years of experience in carrying out similar nature of works viz. Integrated Facility Management Service (IFMS) for Maintenance of Residential or Commercial Premises ending on March 31, 2025.

 b) The intending bidder must have executed successfully "Integrated Facility Management Service (IFMS) for Maintenance of Residential/Commercial Premises, during last five years ending on March 31, 2025, as under:

(i)Three works each costing not less than the amount equal to 40% of the estimated cost.

#### OR

(ii)Two works each costing not less than the amount equal to 50% of the estimated cost.

#### OR

(iii)One work costing not less than the amount equal to 80% of the estimated cost.

- c) Minimum yearly turnover of 100% of the estimated cost during last 3 financial years ending March 31, 2025, supported by audited financial statements.
- d) Should furnish solvency certificate issued by applicant's Banker for the minimum ₹274 Lakh.
- e) Should have proper office setup in Nagpur, Maharashtra.
- f) IFMS agency shall submit his own or other electrical contractors license who will be responsible for electrical safety at site.
- 5. In addition to above, intending bidders shall also submit following details and supporting documents along with PQ papers for Bank's examination:

(a)	Composition c the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association / Power of Attorney / such relevant document.
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(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work etc and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e., FY 2022- 23, 2023-24 and 2024-25 along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works (Annex 8)	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s), and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(i)	Details of office setup	Address and contact details of the office set up at Nagpur.

 Details of	PAN
registration and copies of	GST
registration	PF/ESIC/Office of Labour Commissioner, if applicable
certificate/ documents for	

- 6. In the event of intending bidder's failure to satisfy the Bank; the Bank reserves the right to not allow him to participate in tendering process.
- 7. A pre-bid meeting (off-line mode) of the eligible bidders will be held on May 30, 2025, at 11.00 AM at Conference Hall, Main Office Building, Estate Department, Reserve Bank of India, Nagpur or on a venue as will be decided by the Bank. No further clarifications/queries will be entertained after the pre-bid meeting. Minutes of meeting (MOM) shall be uploaded on Bank's and MSTC website.
- 8. (a) Tender forms can be downloaded for viewing from the website <u>https://www.mstcecommerce.com/eprocn/index.jsp</u> as per SOT.
  (b) EMD of ₹5,48,000/- (Rupees Five Lakhs Forty-Eight Thousand only) in the form of NEFT or irrevocable BG issued by a scheduled Bank should be submitted on or before the due date of submission of the tender.
  (c)Tenderers shall submit all the information and the documents as mentioned in

(c)Tenderers shall submit all the information and the documents as mentioned in the tender.

After examination, if any of the bidder is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

- 9. Part I of the tender will be opened on-line as per SOT in the presence of the authorized representative of the bidders who choose to be present. Part-II (Price bid) shall be opened of the eligible bidders on a subsequent date which will be intimated to the eligible bidders in advance.
- 10. The applicants/tenderers have to upload,
  - a. Client's certificate as per format given in the tender from their clients for whom they have carried out "eligible works" in terms of the eligibility (Prequalification) criteria explained in this notice.
  - b. Banker's certificate as per format given in the tender from their banker/bankers.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before processing the tenders and opening of price bid of the tenders. If any bidder 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.

- 11. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.
- 12. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Place: Nagpur Date: **Regional Director** 

# Schedule of Tender (SOT)

Name of Work:	Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur	
a. e-Tender no.		
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <u>https://www.mstcecommerce.com/eprocn/index.jsp</u>	
c. Estimated cost of work	₹274 Lakhs (Rupees Two Hundred and Seventy-Four Lakhs only)	
d. Date of NIT available to parties to download (View Tender Time)	From 04:00 PM of May 06, 2025	
e. Last date of submission of Pre- Qualification papers	Till 02:00 PM on June 16, 2025	
f. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid (Start Bid Date and Time) <u>https://www.mstcecommerce.</u> <u>com/eprocn/index.jsp</u>	From 04:00 PM of June 04, 2025	
g. Date of closing of online e- tender for submission of Techno-Commercial Bid & Price Bid. (Close Bid Date and Time)	June 16, 2025, till 02.00 PM	
h. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	June 16, 2025, at 03:00 PM	
i. Date and Time of Opening of Part II (Price Bid)	Shall be intimated to the eligible bidders subsequently	

j. Schedule of Offline pre-bid meeting	11:00 AM on May 30, 2025. <b>Venue</b> - Conference Hall, Main Office Building, Reserve Bank of India, Nagpur-440001.		
k. Earnest Money Deposit (EMD)	₹5,48,000/- by NEFT, RBI A/c No 8714295, IFSC Code: RBIS0NGPA01(5th &10th digit is zero) or irrevocable Bank Guarantee		
I. Last date of submission of EMD	Till 02:00 PM on June 16, 2025.		
m. Transaction Fees (To be paid in consultation with MSTC preferably one day prior to the final date of submission)	Payment of Transaction Fee as mentioned in the MSTC Fortal through MSTC payment gateway / NEFT / RTGS in avour of MSTC Limited.		

Place: Nagpur Date:

**Regional Director** 

## Form of Tender

Date:

Shri. Sachin Y Shende Regional Director, Reserve Bank of India, Nagpur-440001.

Dear Sir,

Having read and examined the Notice Inviting tender, scope of work, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the scope of work and instructions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

(a)	Description of work		Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur	
(b)	Earnest Money (₹5,48,000/-)	:	As specified in Schedule 'E' of the Tender	
(c)	Performance Guarantee	:	Bank Guarantee from any scheduled Ban for an amount equal to 5% of the Contrac Amount	
(d)	Percentage, if any, to be deducted from each bill	:	NIL	
(e)	Contract Period	:	As specified in Schedule 'E' of the Tender	

#### Memorandum

2. We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

3. A sum of ₹5,48,000/- is hereby forwarded in the form as specified in Schedule 'E' of the tender document as Earnest Money (EMD). If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said

performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work for a period of three years.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future for a period three years Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

6. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract and Agreement annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. Our bankers are (Name and 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

Signatures and addresses of witnesses

	Signature	Address
(i) (ii)		

# Section- II

# SCOPE OF WORK

#### 1.1 Description of Work:

This work is the facility management (Technical Services) for the entire residential colonies and office premises which includes all types of routine, preventive, periodical, corrective and break down maintenance works generally of the following nature:

- a) Plumbing and Sanitary installation related works
- b) Carpentry related works
- c) Electrical, electromechanical Installations related works etc.

1.2 Details of Office and Residential Premises where work is to be carried out are as under:

S. No.	Name of Office and Residential Premises	No. of flats /Office			
Office P	Office Premises				
1	Main Office Building (MOB)	-			
2	Additional Office Building (AOB)	-			
Residential Premises					
3	Madhuban Apartment	8			
4	Bairamji Town Officer's Quarters (BTOQ)	48			
5	Atrey Layout Staff Quarters (ALSQ)	160			
6	Amravati Road Staff Quarters (ARSQ)	104			
7	Telangkhedi Road Staff Quarters (TRSQ)	120			
In addition to the above, maintenance work is also to be carried out in following					

In addition to the above, maintenance work is also to be carried out in following area of the office and residential premises:

Roads, common area, area around residential flats, community hall, caretaker office/Enquiry office, stores, Gymnasium, Dispensary, parking area, pump rooms, meter rooms, lift machine rooms etc.

#### 2. Manpower Requirement:

#### a) Contractor shall deploy-

i. <u>Supervisor (Electrical)</u> (03 nos.)- Three experienced and technically qualified electrical supervisors, one each for office

premises (MOB and AOB) and one for residential premises, (having a diploma in Electrical /Electrical & Electronics engineering with minimum 2-years') experience along with skilled/semiskilled/unskilled workers(s) as stated under.

Sr. No.	Description	Number	Work Timings		
Electrical Works					
1	Electrical Supervisor General Shift for MOB (01), AOB (01), and Residential Premises (01) Shall be Electrical Engineering Degree Holder/ Diploma Holder with minimum of Three years of experience in Commercial buildings.	03 nos.	<b>General Shift-</b> (6 days in a Week) 10:00 AM to 06:00 PM		
2	Experienced and Licensed Electrician (Full time) Bank's Properties at MOB (04) & AOB (04) 1 <sup>st</sup> shift (7 days in a week) 2 <sup>nd</sup> shift (7 days in a week) 3 <sup>rd</sup> shift (7 days in a week) General Shift (7 days in a week) (Reliever to be provided for weekly off days)	08 nos.	General Shift-           10:00 AM to 06:00 PM           1 <sup>st</sup> shift-           06:00 AM to 02:00 PM           2 <sup>nd</sup> shift-           02:00 PM to 10:00 PM           3 <sup>rd</sup> shift-           10:00 PM to 06.00 AM		
3	Experienced and Licensed Electrician at Bank's Residential Properties 01 no. for Madhuban Apt. and ARSQ, 01 no. for BTOQ and TRSQ, 01 no. for ALSQ General Shift (7 days in week), (Reliever to be provided for weekly off days)	03 nos.	<b>General Shift</b> (7 days in a week) 10:00 AM to 06:00 PM		
4	Helper to Electrician at MOB (04 nos.) & AOB (04 nos.) (Full time) 1 <sup>st</sup> shift (7 days in a week) 2 <sup>nd</sup> shift (7 days in a week) 3 <sup>rd</sup> shift (7 days in a week), General Shift (7 days in a week) (Reliever to be provided for weekly off days)	08 nos.	General Shift-           10:00 AM to 06:00 PM           1 <sup>st</sup> shift-           06:00 AM to 02:00 PM           2 <sup>nd</sup> shift-           02:00 PM to 10:00 PM           3 <sup>rd</sup> shift-           10:00 PM to 06.00 AM		
5	Helper to Electrician (Full time) Bank's Residential Properties	03 nos.	<b>General Shift</b> (7 days in a week) 10:00 AM to 06:00 PM		

	<ul> <li>01 no. for Madhuban Apt. and ARSQ,</li> <li>01 no. for BTOQ and TRSQ,</li> <li>01 no. for ALSQ</li> <li>General Shift (7 days in week),</li> <li>(Reliever to be provided for weekly off days)</li> </ul>		
6	Helper for cleaning of electrical appliances/equipment at MOB (01) & AOB (01)	02 nos.	<b>General Shift-</b> (6 days in a Week) 10:00 AM to 06:00 PM
7	Helper for operation of Bullion Lifts at MOB (01) and AOB (01)	02 nos.	<b>General Shift-</b> (6 days in a Week) 10:00 AM to 06:00 PM

**ii.** <u>Supervisor (Civil) (02 nos.)-</u> Two experienced technically qualified supervisor for civil works one for office premises (MOB and AOB) and one for residential premises (having a diploma/degree in civil engineering) along with skilled/semiskilled/unskilled workers(s) as stated under.

Sr. No.	Description	Number	Work Timings
Civil W	orks		
1	Civil Site Supervisor (02) 01 no. for MOB and AOB 01 no. for Residential Premises	02 nos.	<b>General Shift-</b> (6 days in a Week) 10:00 AM to 06:00 PM
2	Experienced Licensed Plumber (Full time in 2 shifts) at Bank's Office and Residential Properties 02 no. at MOB 02 no. at AOB 02 no. at Madhuban, BTOQ and TRSQ 02 no. at ARSQ and ALSQ 1 <sup>st</sup> shift (7 days in a week) 2 <sup>nd</sup> shift (7 days in a week) (Reliever to be provided for weekly off days)	8 nos.	<ul> <li>1<sup>st</sup> shift- (7 days in a week)</li> <li>06.00 AM to 02.00 PM</li> <li>2<sup>nd</sup> shift- (7 days in a week)</li> <li>02.00 PM to 10.00 PM</li> </ul>
3	Experienced Licensed Carpenter (Full time) 01 no. at MOB 01 no. at AOB 01 no. at Madhuban, BTOQ and TRSQ 01 no. at ARSQ and ALSQ (Reliever to be provided for weekly off days)	4 nos.	<b>General Shift</b> (7 days in a week) 10:00 AM to 06:00 PM

4	Helper to Plumber (Full time) at Bank's Office and Residential Properties 02 no. at MOB 02 no. at AOB 02 no. at Madhuban, BTOQ and TRSQ 02 no. at ARSQ and ALSQ 1 <sup>st</sup> shift (7 days in a week) 2 <sup>nd</sup> shift (7 days in a week) (Reliever to be provided for weekly off days)	8 nos.	1 <sup>st</sup> shift- (7 days in a week) 06.00 AM to 02.00 PM 2 <sup>nd</sup> shift- (7 days in a week) 02.00 PM to 10.00 PM
5	Helper to Carpenter (Full time) 01 no. at MOB 01 no. at AOB 01 no. at Madhuban, BTOQ and TRSQ 01 no. at ARSQ and ALSQ (Reliever to be provided for weekly off days)	4 nos.	<b>General Shift</b> (7 days in a week) 10:00 AM to 06:00 PM

- iii. The supervisor shall have active mobile phone while at site for taking instructions from Bank's Engineers / Colony Caretaker or any person deputed by the Bank, and he shall supervise the work at site. The technical supervisor shall have active mobile phone with email and WhatsApp facility while at site for taking instructions from Bank's Engineers / Colony Caretaker or any person deputed by the Bank, and he shall supervise the work at site. In addition to above contractor shall also provide and mobile with maintain one no. the available electrician/plumber/carpenter on duty so that they may be contacted any time. All workmen deployed must have a valid ID card issued by Govt.
- iv. Wherever defects / deficiencies / issues are pointed out by Bank's technical-civil/electrical team or by the Assistant Caretaker / Caretaker in-charge of the premises (during inspection visits, complaint register entries, emails or notified vide any other telecommunication means), the supervisor of the concerned premises shall take note of the same, prepare a report and arrange to get the remedial measures started at the earliest. While executing such remedial works, if any new material is required or some ancillary work need to be executed, the supervisor shall submit to the Bank an indent of materials / works in the form of an estimate. After obtaining administrative approval for the same from Bank's technical-civil team, the works shall commence promptly. Assistant Caretaker / Caretaker in-charge of the premises shall oversee this process, extend all support to the IFMS contractor, and verify resolution of the complaint / issue.

#### b) Deployment of minimum manpower is as under: -

Deployment of Manpower	MOB	AOB	<u>Madhuban</u>	BTOQ	TRSQ	ARSQ	<u>ALSQ</u>	<u>Total</u>
Supervisor (Electrical)	1	1			1			3
Supervisor (Civil)		1			1			2
Electrician	4	4	1			1	1	11
Helper to Electrician	4	4	1			1	1	11
Plumber	2	2		2		2	2	8
Helper to Plumber	2	2		2		2	2	8
Carpenter	1	1		1		1	I	4
Helper to Carpenter	1	1		1		1	I	4
Helper for EE Cleaning	1	1	-	-	-	-	-	2
Helper for Operating Bullion Lifts (02 nos. of lifts)	1	1	-	-	-	-	-	2

The Bank reserves the right of manpower or workforce distribution / rearrangement whenever necessary.

The Contractor shall arrange stand-by person as reliever, on the day of weekly-off of foresaid deputed personnel.

c) Contractor shall deploy able-bodied workmen and supervisor (both preferably below age of 60 years) at site who should be medically fit at each cluster of properties as per the timings mentioned therein. The Bank reserves the right to remove workmen or supervisor, if not found

suitable and FM service provider shall immediately provide replacement. The supervisor shall be fully responsible to execute the required work from the given manpower for effective maintenance work. He will provide necessary help to the Bank's Engineers in taking measurements of various works and also supervise the works of other contractors in the colony, when required.

- d) All workers and Supervisor should report to the caretaker in respective property. Monthly duty roster may be prepared and sent to Caretaker/concerned engineer. FMS staff may take prior permission for their movements and send their live locations on WhatsApp to concern engineer/Caretaker/Contractor/FM manager/Supervisor in case they are visiting outside for official work. Contractor shall provide his own biometric attendance system for monitoring attendance (in/outs) of their staff at each property. Monthly reports generated from the biometric system may be submitted along with monthly bill. The working hours shall be arranged in shift duty as mentioned above (actual working time will be finalized by the Engineer-in-charge or his representative after award of work and restricted for total 8.00 hrs. in a shift) for all 6/7 days in a week at colonies and 6/7 days in week in case of office buildings. However, in case of the emergency works, the workers shall continue to work till the emergency work is over and they may even give service support on Sunday/holidays. In this case they may be given compensatory off for extra hours of duty done by them. The weekly holiday should be given to the workers with an alternative arrangement i.e. reliever(s); for which contractor shall consider charges, while guoting rates under this contract. Bank reserves the right to depute officer/ staff to verify the wages given by the Contractor to the labour deployed by contractor for performance of this work.
- e) The contractor shall also maintain a record of payment to the workers, which shall be submitted along with the bill.
- **f)** FM staff deployed shall be covered under provident fund and ESI scheme as per the laws by the Government.
- **g)** The contractor shall provide all tools and machinery required for preventive maintenance / routine /emergency works, such as pliers, cutter, electric tester, screwdrivers, spanner set, drilling machine, hammer, pipe wrench, megger, cotton waste, mulmul cloth, drill bit, screw, rawl plug, PVC insulation tape, waterproof insulation tape, Teflon tape etc.
- **h)** Facility Management staff deployed at site shall be provided with uniform and safety shoes.
- i) The contractor shall assist in rescue of trapped passengers in lift whenever required and shall provide all assistance during any emergency/disaster/accident situation as per the instructions of the caretaker/ Bank`s officials.
- **j)** All the workmen deployed should be upfront verified by contractor from local police before deploying. Application for police verification with due acknowledgement from police station should be submitted.

- **k)** All workmen shall comply with safety protocol for preventing spread of corona virus and in no case the infected/ suspected workmen shall be allowed to enter the premises.
- I) During AMC, cluster wise (property wise- office & residential) bills along with necessary papers and certifications must be submitted to respective administrative officer.
- **m)** The firm shall make suitable sitting arrangements for their workmen at his own cost.

#### 3. General Requirements:

- a) The FMS contractor is expected to keep the infrastructure of each premises of the Bank in hygienic & operable condition. The FMS contractor must regularly inspect the complaint books (Plumbing, Carpentry and Electrical) kept in the custody of the Assistant Caretaker / Caretaker in-charge of the premises and check for pending complaints. Complaints sent via email / phone / any prevailing telecommunication method must also be acknowledged and attended to promptly preferably on the same day.
- b) For effective rendering of services, the FMS contractor is expected to deploy qualified supervisors (as detailed above) for various premises who must ensure co-ordination among each other. The supervisors must engage workers of relevant trade (electrician, carpenter, plumber, and their respective helpers) for every complaint received such that the complaint is attended holistically without delay. In the event of excess labour force requirement for exigency in any of the Bank's properties, the supervisors must co-ordinate amongst each other such that workers of relevant trade (electrician, carpenter, plumber, and their respective helpers) are brought in from any of the other properties to attend to the works before engaging extra manpower (for which Bank shall pay separately after administrative approval).
- c) Wherever major repair works are necessitated / structural issues arise, it shall be completed under guidance of the Bank's Engineers (Civil / Electrical) without inordinate delay. The complaint / issue must be documented by the FMS contractor and furnished to the Bank's technical team in the form of a report. For delay beyond the reasonable time (decided by the concerned Engineer of the Bank), Bank has a right to levy penalty for each unattended complaint. Decision shall be binding on the contractor (for penalty provisions, refer to Schedule F, Clause 8).
- d) The contractor shall complete/ attend the emergency complaint sent over email/WhatsApp/phone immediately and attend routine complaints lodged in complaint book, preferably on the same day. However, for

major repair work, it shall be completed under guidance of the Bank's Engineer without inordinate delay. For delay beyond the reasonable time, Bank has a right to levy penalty for each unattended complaint. Decision shall be binding on the contractor .(for penalty provisions, refer to Schedule F, Clause 8).

- e) The contractor shall deploy only adult and skilled / semi-skilled labour as per requirement of the work. Employment of child labour is banned and shall lead to termination of the contract, if found at any stage during the contract.
- f) The rates quoted must include small parts/ spares and consumables such as washers, screws, connectors, thimbles, lugs, PVC insulation tapes, Teflon tapes and tools, ladders, grease, oil, gland dory etc. Whenever any item is to be replaced, prior approval would be obtained from engineer-in-charge and then the same shall be replaced. Payment for material replaced only shall be made separately, based on the tax invoice and delivery challan. On cost of the material overhead and profit % (quoted by the vendor) + GST on profit shall also be payable.
- g) While attending the work in emergency case beyond the regular time exceeding 08.00 hrs, the genuineness and necessity shall be certified by the Engineer-in-charge or his representative before executing the work. The FMS contractor may get the work started right away after consulting Bank's technical team over any telecommunication method but ensure that the formalities are ratified at the earliest.
- h) The rate shall include removal of debris generated due to related work and carting away from the Bank's colonies. The debris shall be stacked neatly in gunny bags and taken out of the premises without any extra charges and the site shall be left thoroughly clean. If the contractor fails to remove debris within stipulated time period (same day or as decided by the concerned Engineer of the Bank), then same shall be got removed by engaging other agency at cost of the contractor.
- i) The staff of the FMS contractor may be permitted to use the general area washrooms of the premises for their use.
- j) The contractor may be permitted to use the Bank's step ladder if available, with the permission of the Bank's officials. However, taking it to the work location and keeping it back at the proper place shall be the responsibility of the contractor. However, in case the Bank's ladder is not available for the use of the contractor, they have to make their own arrangements at no extra cost to the Bank.
- k) Data for repairs requiring material replacement shall be prepared (including digital photographs) and maintained flat wise / department

wise / area wise for each premises and a copy of the same shall be submitted along with the bill.

#### 4. Works:

#### A) Scope of work: Plumbing and Sanitary (7 Days in a week)

- Providing and making necessary arrangement to attend the plumbing and sanitary related routine / periodic / preventive maintenance / breakdown. Maintaining the systems in serviceable, clean, and hygienic conditions for proper habitation of Bank's colonies including periodic cleaning of sewer lines/manholes/septic tanks, storm water drains, fountains etc.by deploying additional manpower as and when required without any extra cost.
- 2. Maintaining water meter reading register (as per Bank approved proforma) for each premises on daily basis & submission to Bank's officials.
- 3. The complaints registered by the residents (in colonies) / users (in office buildings) in the respective complaint books (i.e. Plumbing complaint register) kept in the custody of the Assistant Caretaker / Caretaker incharge of the premises will be checked daily and all complaints will be attended promptly in sequence. After satisfactory completion of the work as per complaint, the signature shall be obtained from respective user or their representative or the Assistant Caretaker / Caretaker on the acknowledgement sheet.
- 4. Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, coolers, electrical gadgets, whenever such electrical gadgets are required to be replaced/repaired.
- 5. Attending to defects and repairs in water supply mains, vertical stacks, sewerage, and waste lines, pumping lines etc. at all levels. However, scaffolding, wherever necessary, charges will be paid to the contractor separately only after due approval from the Technical-Civil wing. The necessary scaffolding arrangement shall be made by the contractor himself.
- 6. Periodical check-up including repairs / replacement of gate valves, check valves etc., pipelines in suction and delivery of pumps etc.

- 7. Maintaining all the installations / fixtures in each toilet / bathrooms / wash area etc. in operative / working condition.
- 8. Removal of choking in all plumbing / sewerage lines, nahani traps, stacks at all levels, manholes, fixing of grating etc.
- 9. Attending to the faults in main water supply / sewerage connections by liaising with concerned civic authorities, if necessary. The payment towards any statutory charges shall paid by the contractor and the same shall be reimbursed by the Bank against submission of receipt of payment made to local civic authority.
- 10. Monitoring of the water levels in the wells, sumps, overhead and underground tanks and keeping a record of the same on daily basis.
- 11. Attending to pre-monsoon works such as inspection and cleaning of storm water drains, rain water pipes, de-silting and cleaning of storm water drains (every six months), weep holes in the compound walls, removal of vegetation growth surrounding the pipe lines or on the terraces, sunshades and also removal of dry leaves / any other waste accumulated in the terrace or on the roof of car sheds / scooter sheds etc. and keeping the rain water Gutter / outlet free of any obstructions for free flow of rain water etc.
- 12. Cementing of joints of various drainages lines, gaps between wash basins, sinks and the walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floors, and dados, including re-fixing the same with white cement and matching pigment.
- 13. Re-fixing of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cistern, drain boards, towel rods, mirrors, glass shelves, soap holders, nahani traps, gratings and any other fixtures and fittings as existing in the properties including removal of existing fittings and fixtures without causing any damage. Grouting of new wooden gutties in cement mortar and re-fixing with new screws, removing where necessary.
- 14. Disconnecting and reconnecting suction and delivery connected of water pumps whenever the pumps are required to be taken away for repairs / replacement. Removal of air locks from suction lines / delivery lines as and when required.
- 15. Removal of debris from premises generated due to the plumbing work as soon as possible to be taken out of premises and dumped in the

garbage bin of local civic authority or disposed of outside Bank's premises at appropriate place as per statutory norms.

16. The preventive maintenance of the sanitary and plumbing installations in addition to the routine maintenance / repairs shall be carried out as detailed below for which no extra will be paid. The rates quoted shall be inclusive of following preventive maintenance at regular intervals as listed under. Any additional labourers / cleaners and the implements required for these tasks from time to time have to be provided by the contractor at no extra cost to the Bank.

Sr. No	Items of work	Periodicity at which this work is to be attended to
i	Cleaning of surface drains, rainwater pipes, chajjas, terrace, Jallies and road gully traps, chambers, and manholes.	Every six months and prior to Monsoons.
ii	Removal of sludge from manholes, sewer lines and trap chamber (work may be taken up earlier also, wherever found necessary, as per site conditions / instructions from Bank officials) including carting away the sludge / debris away from the Banks premises.	Once in a year
iii	Servicing of all types of valves	Once in six months
iv	Inspection of terraces and common areas, etc. with regard to their condition and leakages etc. and report to the Bank's technical-civil wing.	Once in a quarter
V	Removal of mild grease on pipes, terraces of buildings	Once in six months
vi	Cleaning of all overhead and underground water tanks in residential colonies covered under scope in consultation with the Bank's technical-civil wing and Caretaker of premises	Once in six months

17. No labour charges will be paid separately for any repair / treatment to walls / floor of bathrooms / toilets / kitchen for arresting the leakage due to erosion / deterioration joints of sanitary / water supply installations. The rates quoted must include the work of chasing, breaking the masonry / concealed water lines & replacing with new pipe / fittings & making good the damaged portion of wall / floor with mortar etc. The replacement of pipe will be paid as per measurement and approved rates. However, the finishing of the walls inside toilet with wall tiles / painting etc. shall be payable as extra if got done through the contractor with the approval of Engineer-in-charge.

18. Wherever defects / deficiencies / issues are pointed out by Bank's technical-civil team or by the Assistant Caretaker / Caretaker in-charge of the premises (during inspection visits, complaint register entries, emails or notified vide any other telecommunication means), the supervisor of the concerned premises shall take note of the same, prepare a report and arrange to get the remedial measures started at the earliest. While executing such remedial works, if any new material is required or some ancillary work need to be executed, the supervisor shall submit to the Bank an indent of materials / works in the form of an estimate. After obtaining administrative approval for the same from Bank's technical-civil team, the works shall commence promptly. Assistant Caretaker / Caretaker in-charge of the premises shall oversee this process, extend all support to the IFMS contractor, and verify resolution of the complaint / issue.

#### (B) Scope of work: Carpentry repairs (7 Days in a week)

- 1. Providing and making necessary arrangement to attend the carpentry related routine / periodic / preventive maintenance / breakdown works in respect to Bank's premises. Maintaining the systems in serviceable, clean, and hygienic conditions for proper habitation of Bank's properties such as oiling / repairing / replacement of doors / windows / wooden / metallic items, gates, repairs to cloth hanging systems etc. including deploying additional manpower if necessary for name plates, numbers / lettering boxes, modification of window opening /grill for air conditioner, other related works. as and when required without any extra cost.
- 2. Employing necessary carpenter and helper mentioned in Bank's respective properties indicated in the tender.
- 3. The complaints registered by the residents (in colonies) / users (in office buildings) in the respective complaint books (i.e. Carpentry complaint register) kept in the custody of the Assistant Caretaker / Caretaker incharge of the premises will be checked daily and all complaints will be attended promptly in sequence. After satisfactory completion of the work as per complaint, the signature shall be obtained from respective user or their representative or the Assistant Caretaker / Caretaker on the acknowledgement sheet.
- 4. All the materials used for attending repairing work or new work related to carpentry shall be with Bank's approved make materials and the samples shall be got approved from the Bank's Engineer.
- 5. The Contractor should note that the work / complaint should be attended and completed at the earliest (within one day time without delay from the date mentioned in complaint register) with least disturbance to the resident of colonies and work shall be carried out during day / nighttime

in consultation with Engineer in-charge or his representative. After satisfactory completion, the signature shall be obtained from respective user.

- 6. The scope of work shall include repairing of wooden & aluminium doors / windows shutters / ventilators, easing, aligning the same in plumb, line and level, repairs to aluminium / wooden curtain rods / brackets, broken glass panes of door and window shutters, filling glass putty wherever required / directed, fixing of new carpentry fittings / fixtures. Oiling and greasing of all steel doors, windows, collapsible shutters, alligator shutters, main doors, hinges, etc., may be done on yearly basis, especially after monsoon. Checking of floor springs, door stoppers and door closers and repairs thereof on need basis. Checking the false ceiling system for weakness as part of preventive maintenance. Checking of decorative wall cladding, door beading, fixity of ornamental / decorative works in premises.
- 7. The replacement of new fittings / fixtures shall consist of tower bolts, aldrops, night latch, hinges, floor spring, door closer, drawer locks, handles etc. as approved by the Bank. The contractor shall also attend the works of setting up of all doors, minor repairs to floor springs/door closers, cabin locks, partitions, oiling of hinges / drawer channels and any other carpentry fittings/fixtures, etc. as per complaints received from residents/caretakers.
- 8. Removal of debris generated due to carpentry work to be taken out of premises and dumped in the garbage bin of local civic authority or disposed of outside Bank's premises at appropriate place as per statutory norms.
- 9. Wherever defects / deficiencies / issues are pointed out by Bank's technical-civil team or by the Assistant Caretaker / Caretaker in-charge of the premises (during inspection visits, complaint register entries, emails or notified vide any other telecommunication means), the supervisor of the concerned premises shall take note of the same, prepare a report and arrange to get the remedial measures started at the earliest. While executing such remedial works, if any new material is required or some ancillary work need to be executed, the supervisor shall submit to the Bank an indent of materials / works in the form of an estimate. After obtaining administrative approval for the same from Bank's technical-civil team, the works shall commence promptly. Assistant Caretaker / Caretaker in-charge of the premises shall oversee this process, extend all support to the IFMS contractor, and verify resolution of the complaint / issue.

# C) Scope of work: Electrical and Electro-Mechanical Works (7 Days in a

#### <u>week)</u>

Duty hours will be allotted as per the Bank's convenience and as per the labor rules. Any material needed for repair/replacement/maintenance of the electrical installation will be supplied by the Bank.

#### a) Electrical Supervisor:

- 1. Should have valid PWD/Govt. license and have minimum 02 years' experience in the field. He shall maintain all logbooks /electrical parameters books/ records etc located at electrical.
- 2. He will personally be responsible for handling the HT/LT electrical connections in the premises.
- 3. Shall carry out the liaison work with EB Authorities for any electric power related issues.
- 4. Shall assign the duties and shifts of the electrician for attending to dayto-day maintenance works. Has to depute sufficient Staff/Technicians on Sunday/Bank holidays, if Bank desired & or in case of emergency/for very essential work/breakdown etc., without extra charges/payment.
- 5. Shall check the electrical installations/gadgets in the premises once in a week and report to the Technical Officials of the Bank.
- 6. Quarterly Preventive maintenance of all the switches, MCBs, fuses, cable terminals, meter panels, Sub Power Panels etc. in all the flats, staircase, streetlights, pump room etc. after thorough checking of the entire system including insulation. This includes the corrective measures in the defective/ loose terminals at both campus and staff quarters and shall be recorded in register.
- 7. All the minor electrical works such as repairs to wiring/cables/switch boards/MCBDBs etc. Light point wiring, power point wiring, telephone point wiring etc shall be done by the electrician. The required electrical material such as switch, sockets, switchboards, casing, capping, conduit, wires etc. shall be provided by the Bank except minor items such as screws, rawal plug etc.
- 8. Shall ensure on daily basis that the AC units, mikes, projectors, lightings, Video Conference Systems placed in the lecture/seminar halls, auditorium and computer labs are in good working condition before the commencement of classes.
- 9. Shall ensure that all the light /electrical fittings and electronic appliances are in working condition in all the executive suites, guest faculty rooms and hostel rooms before allotment.
- 10. Shall ensure that the exhausted batteries are replaced from the mike systems, remotes, etc before the commencement of the classes/sessions.
- 11. Shall check/inspect the Solar Water Heater system and solar power systems daily and ensure that the solar panels are free from dust and are functioning effectively.
- 12. Shall check the HT panel on hourly basis and take the reading once a day

and report the same to the Technical Officials of the College.

- 13. Shall carryout the liaison work with BSNL/service providers for any system breakdown.
- 14. Shall ensure that Street lights installed in the premises are in working condition.
- 15. Shall ensure that the water pumping system in the premises is in working condition. Shall ensure that the DG Sets are in good working condition.
- 16. In the event of electric supply failure, shall ensure that the Electrician operates the DG Set in time.
- 17. Shall check all the UPS System installed in the Premises daily and also check the batteries including solar power system.
- 18. Shall report to the Bank's Engineer immediately if any damaged electrical fitting/fixtures are observed/found.
- 19. Shall co-ordinate with OEMs for regular preventive maintenance of all equipment.
- 20. The complaints at residence quarters shall be attended through shift electrician as and when required. No separate transportation charges will be paid for the same.
- 21. Any other related works as instructed by Bank's officials will be considered as a scope of work.

Suitable replacement should be arranged well in advance as and when the supervisor takes leave.

#### b) Electricians:

Timing- Round the clock service (three shifts in each day), Suitable reliever, with valid PWD license, to be provided by the contractor for giving weekly off to the electricians.

- 1. Should have valid PWD license and have minimum 05 years' experience in the field.
- 2. Should attend to all electrical problems including replacement of bulbs/tube lights, fans, switches, etc. in rooms in hostel blocks, academic blocks, kitchen, and other campus premises.
- 3. Shall switch ON/OFF the lights provided in the building, streetlights, common area lights.

provided in the premises.

- 4. Should ensure that all electrical gadgets like TVs, fridge, AC units are in working condition.
- 5. Should attend to any calls from guests regarding electrical problems.
- 6. Should report to Manager in case of major repairs to TVs, AC units etc. and also, failure of cable TV.
- 7. Shall switch ON/OFF the AC units, mikes, projectors, lightings, Video Conference Systems in the lecture/seminar halls, Auditorium, Computer labs, Principal's Chamber, Cabins, MoF Cabins etc.
- 8. All the minor electrical works such as repairs to wiring/cables/switch boards/MCBDBs etc. Light point wiring, power point wiring, telephone

point wiring etc shall be done by the electrician. The required electrical material such as switch, sockets, switchboards, casing, capping, conduit, wires etc. shall be provided by the Bank except minor items such as screws, rawal plug etc.

9. The complaints at residence quarters shall be attended through shift electrician as and when.

required. No separate transportation charges will be paid for the same.

- 10. Shall replace the exhausted batteries from the mike systems before the commencement of the classes/sessions.
- 11. Shall attend to the calls received from the inmates for any kind of repairs/replacement.
- 12. Shall clean the ceiling fans, exhaust fans, wall mounting fans, light fittings provided in the premises once in three months.
- 13. Shall switch on the DG Set immediately in the event of electric supply failure.
- 14. Shall repaint the water pumps once in six months.
- 15. Shall do the servicing of all the water pumps once in a year and shall report to the technical officer of the Bank, the condition of the pump.
- 16. Shall operate the water pumps, pumping water to underground sumps & overhead tanks.

as and when needed.

- 17. Suitable replacement should be arranged well in advance as and when the electrician takes leave.
- 18. Any other related works as instructed by Bank's officials.

#### <u>c) Helper:</u>

- 1. Should have minimum 3 years' experience in the field.
- 2. Should assist the electrician in all maintenance works.

#### D) <u>Electrical Maintenance /telephone wiring work at MOB, AOB &</u> residential premises

- To attend and rectify defects in the Bank's telephone/lines and electrical / electromechanical installations in all the offices, flats/ complex, staircase lights, gymnasium, community hall, pump room, common area toilets, watchman cabins, UPS rooms, vaults, and dispensary etc. within 24 Hrs from the time of registering the complaint.
- (ii) To depute skilled Government licensed wireman and helper every day (including Saturday, Sunday, and Holiday) in residential colonies/office.
- (iii) To check the level of distilled water in the batteries of inverters and DG sets and all the electrical connections of Bank's Inverter in the colony/office. To supply and refill distilled water in the batteries. To clean the inverter cabinet, inverter, and batteries. These activities are to be carried out once in a month.
- (iv) To check all the earth stations and insulation resistance of cables and submit the test report for the same once in six months along with the bill.
- (v) To clean all common area lighting fixtures/wall-fans/ceiling-fans/exhaust fans/ chimney etc once in a month.

- (vi) To carryout regular / periodical maintenance and tightening of all electrical connections of SFU, ICDP, ICTP, MCBDB's RCCBs at flats, meter rooms and pump room starters/panels.
- (vii) To keep all electrical installations in up-to-date condition and complaints of any residents/caretaker should not be kept pending. To clean all the electric meter room with the help of broom once in a month and keep the meter room in hygienic condition.
- (viii) To attend and rectify the emergency complaint after regular hours.
- (ix) To check all the safety (electric and mechanical) of all the ceiling/wall fans and clean the ceiling fan once in a quarter. To replace the faulty parts such as split pin, quarter pin, rubber bush etc (except fan motor and fan blade).
- (x) To register electric supply failure complaint with electricity authority and follow-up till restoration of electric supply (in the event of failure of electric supply of complete colony/common area including all staircase lighting)
- (xi) To maintain a register with colony caretaker for preventive maintenance in consultation with Engineer-in-charge or his representative.
- (xii) To carry out electric preventive maintenance of at least ten flats in a month and submit the report duly signed and stamped by occupant and caretaker along with monthly bill.
- (xiii) To carry out complete servicing of geysers, Exhaust, and ceiling fans once in a year.
- (xiv) All electrical accessories required for the replacement in the colony will be obtained prior approval by the Bank. To replace/ install tube light fittings/ street light fittings/ geysers/ ceiling fans/ exhaust fans/cabin fan/ wall fan/ pedestal fan/ CFLs/ LED/fluorescent tube light/ PL tubes/ electrical switching material (accessories) will be obtained prior approval by the Bank, using required hardwires like screw, rawal plug, anchor fastener, cord wire etc.
- (xv) To assist caretaker in maintaining electric stock book and also during dead stock reconciliation activity.
- (xvi) To obtain signature of complainant and caretaker in the complaint book after rectification of complaint. To write reason for incomplete rectification of complaint in the remark column of the respective complaint in the complaint book.
- (xvii) To assist BSNL/ telecom official or other service provider like internet Cable TV, CCTV, Video door phone, Intercom to install/ rectify defects inside flat. To coordinate with BSNL official to rectify long pending complaints from their side. To carryout complete maintenance of telephone installation once in six months and submit the report to Bank along with the signature from occupant and colony caretaker.
- (xviii) To attend and rectify the complaints related to electric chimneys installed in all flats including bulbs in it.
- (xix) To disconnect electric connection and remove the submersible pump-
- motor set in the underground tank, reinstall it after rectification of work in it and to reconnect electric connection to it by providing waterproof insulation tape on the joint after installation of submersible pump-motor set in the underground tank.

- (xx) To clean all solar panels installed on the roof top of the building before sunrise and after sunset every fifteen days.
- (xxi) The list is only indicative. Any maintenance work not specifically mentioned above but required for healthy operation of the system concerned and for the satisfaction of the occupant/complaint will be considered in port of scope of work.
- (xxii) Regular checking and cleaning of all panels, loose connection, ups, DG sets, transformers, Circuit breakers, inverters, Wet/dry wet riser system, Fire Alarm System, Solar Panel and Geysers, CCTV system/cameras, Passenger Lifts, Water Lifting Pumps, PA system, intercom system, VDP system and electrical & mechanical equipment etc. for its proper functioning and healthy operation and maintenance.
- (xxiii) Daily work such operation of water pumps/lifting of water, DG sets switching on/off of streetlights and common area lights etc whenever required.

#### Frequency of maintenance and servicing of electrical Panel /AMF Panel /Cables

Sr. No.	Description	Frequency
1	Checking whether there is any abnormal temperature rise in any of the electrical panel	Daily
2	Cleaning the Bus bar chamber for dust and other foreign materials, carbon deposits if any, checking the bus bar insulators for breakage /failure, tightening all the jumper connections etc.	Half yearly
3	Meggar testing of panel (phase to phase, phase to neutral as well as phase to earth)	Half yearly
4	Meggar testing of cable for insulation resistance between phases and phases to earth	Yearly
5	Checking the load on the cable with ammeter/Tong tester	
6	Checking of contactors and cleaning of contacts	Monthly
7	Checking of control wiring meters and protect system and battery charger	Monthly
8	Regular Earthing test	Quarterly

#### Other Electrical work is listed as below.

1.	<ul> <li>Preventive maintenance of substation panels/ physical inspection of the panels, bus bar chambers, switches, indicating lamps and cables (Frequency monthly basis.</li> <li>1. Checking high temperature.</li> <li>2.Tightening of the nut's bolts.</li> <li>3. Maintaining log of breakdown and parts replacement.</li> <li>4. Physical Cleaning of the panels.</li> <li>5. Supply and fixing of minor burnt parts of panels such as indicators, ammeters, control fuses selector switches and thimbles.</li> </ul>
2.	<ol> <li>Breakdown maintenance of Street lighting.</li> <li>Checking of the street lighting and overhead lights on daily basis and keeping record in register.</li> <li>Repairing the streetlights /Tube light fitting /floor light fitting during the day hours. The material such as lamps, chokes and the igniters shall be provided by the Bank or will be paid for extra.</li> <li>The Bank will not provide the insulated ladder required for the streetlight and repairing the same will be responsibility of the firm.</li> <li>Checking the control boxes of all the lights and repairing the same using all the material.</li> <li>Checking the earthling of the poles.</li> <li>The Poles and lights are to be numbered using paint on half-yearly basis.</li> </ol>
3.	Evacuation from lifts (if available) in case of man trapping and lodging the complaints with the OEM in respect of lifts under breakdown.
4.	Operation of water pumps, whenever advised to do so
5.	Helping the Bank's staff in meeting fire emergencies if any.
6.	Supervisor shall monitor the operations & maintenance of entire electrical installations including DG sets and water pumps of Bank's Senior Officer Quarters i.e.: MSEDCL power source, Inverter / Generator, EPABX system, telephone lines, Lifts, standalone AC units, CCTV System, Fire Alarm / fire Pump, and all other equipment's connected to power sources carefully. In any observations/fault's findings, they have to log complaints to all CAMC/AMC venders, keeping all records by maintaining registers /logbooks/call sheets etc. in consultation with Bank's engineers etc.

The above list of works is only illustrative, and any additional item of work may also be entrusted by the Engineer-in-charge or his representative as per the requirement of the Bank. The contractor shall carry out the same without any additional charge to the Bank.

I/We hereby declare that I/we have read and understood the above information.

Place

Signature of bidder

## Section III

### **General Rules and Instructions to the bidders**

#### 1 Bids in Two bid system

Interested bidders shall upload their Pre-Qualification (PQ) papers on the MSTC ecommerce website along with the duly filled tender within the stipulated date and time. The bidders found eligible as per PQ criteria only shall be eligible to participate further in the e tender. The e-tender in two parts (Part I comprising of duly filled tender part I, EMD, technical bid/details, and Part II comprising of duly filled-in tender Part II) should be addressed to the Tender Inviting Authority, as specified in Schedule 'E', and should be submitted on MSTC e-commerce website. No tender will be received after the specified date and time for receipt of tender under any circumstances whatsoever.

#### 2 **Documents Comprising Tender/ Bid**

# Part I: (Techno-Commercial Bid) i) Form of Tender/Bid ii) Earnest Money Deposit (EMD)/ Bid Security in original in a separate envelope, sealed and duly marked as EMD/Bid Security in the approved format as specified in Schedule 'E'. The scanned copy of the EMD shall be uploaded along with Part-I iii) Checklist iv) Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid v) Duly Filled-in tender document consisting of Section I to Section VIII Part II: (Price Bid)

Schedule of Quantities, duly filled-in

#### 3 Tender Fees

Nil

#### 4 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 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, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting and Whether the bidders will be individually communicated or the clarification will be hosted on the MSTC/RBI website Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

1				
	the bidd Schedul	to explain the scope of work, other details and to clarify any issues/ queries raised by ers, a Pre-bid meeting shall be arranged on the date, time and venue specified in e 'E'. The bidders are advised to peruse the tender and visit the site and submit any equiring clarification to the RBI latest by 5:00 PM on the previous		
	he will h consider bid mee advised	day. In case the bidder wishes to include any condition while tendering for the work, ave to submit the same before the pre-bid meeting to enable the RBI to examine/ the same. RBI's decision in the matter shall be conveyed to all the bidders after pre- ting but before the scheduled date of submission of the tenders. All the bidders are to attend the Pre-bid meeting in their own interest. Any tender received with any n/ Condition is liable for rejection.		
5	Amendr	nent to Tender document		
	i)	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.		
	ii)	The said amendment in the form of the addendum/ corrigendum will be hosted on the MSTC e commerce and RBI website on or before the last date mentioned in the Notice Inviting Tender/ Bid. This communication shall be binding on the Bidders. The Bidders are strongly advised to regularly visit the MSTC e commerce website to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.		
	iii)	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.		
6	Lump s	um Tender		
	The Bidder should note that unless otherwise stated, the tender is strictly on lump sum basis and his attention is drawn to the fact that rates in terms of <b>percent</b> (%) <b>profit or Overhead</b> <b>and Administrative Charges (OAC)</b> should be correct, workable, and self-supporting. The scope of work indicates the total extent of work, which also includes any other small works required to complete the intent of the scope so defined. (Please refer Section-VII, Schedule- A for detailed wage calculations).			
7		tion of bid and Cost of bidding		
	i)	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.		
	ii)	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 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.		

	stati any othe disq	bidder must fill up and submit only the tender forms/formats issued/ uploaded by the RBI, ng at what rate he is willing to undertake work in each colony. Tenders, which propose alteration in the work specified in the said form of invitation to tender, or which contain any r conditions of any sort, including conditional rebates, will be liable for rejection/ ualification. However, if they desire to submit additional information, they may do so on letter head/paper. Each page of tender forms shall be signed and upload in MSTC site.
9	Filli	ng of Rates
	i)	Rates should be quoted for in terms of <b>percent</b> (%) { <b>profit or Overhead and Administrative Charges (OAC)</b> } both in figures and words in columns specified in the Part-II of the tender. Care shall be taken to avoid discrepancy in the rate given in figures and words. (Please refer Section-VII, Schedule-A for detailed wage calculations)
	ii)	In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.
	iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
10	Earr	nest Money Deposit (EMD) / Bid security
	i)	The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in Schedule 'E' along with the tender (Part –I) in the manner as specified in Schedule 'E'.
	ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.
	iii)	Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
	iv)	The Earnest Money Deposit paid by the successful bidder shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.
11	Sigr	ing of Bid, Power of Attorney
	i)	Each of the tender documents should be filled and uploaded by the person having proper authority to do so and under his/ her digital signature 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.
	ii)	The tender submitted on behalf of a firm must be digitally signed by a person holding a power-of attorney authorizing him to enter into the proposed contract on behalf of the firm, such power of attorney shall be uploaded with the tender. It must disclose that the firm is duly registered under the Indian Partnership Act, 1952, otherwise the tender may be rejected by RBI.
	iii)	Bidders shall submit, along with Part-I of the tender, a 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 proforma of the power of attorney shall be as annexed hereto.

12	Modification / substitution / Withdrawal of Bids							
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.						
	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.						
13	Bid D	Due Date						
	Bids s 'E'.	should be received on or before the stipulated time and date as specified in Schedule-						
		rve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the ue date.						
14	Late	Bids						
	or afte	Any Bid received after the last date and time specified for submission of Bids in Schedule 'E' or after the extended Bid due date, if any, will be treated as "Late Bid" and will not be opened /considered by RBI.						
15	Open	ing of Bids						
	<ul> <li>The duly filled e-tender Part I, EMD, technical details, etc., called Part I of the tender, wi opened on the time and date, as specified in Schedule 'E', at his office, by the tender inv authority, as specified in Schedule 'E', or his authorized representative in the presence authorized representatives of the bidders who choose to be present.</li> <li>During scrutiny of Part-I, if any document/ information is found missing or any additi document/information is required from bidder, the bidder shall be advised to provide the set to the RBI within the stipulated time as advised by the RBI. Failure to provide required of RBI.</li> <li>The duly filled-in e-tender-Part II, of those bidders, who are found qualified after scrutin Part I of the tender documents, only will be opened in presence of the author representatives of the qualified bidders on a subsequent date which will be intimated to al qualified bidders.</li> </ul>							
16	Bid Validity							
	ers shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' the date of opening of the Part- I of the tender which period may be extended by mutual ement and the bidder shall not cancel or withdraw the tender during this period.							
17	Clarification & Evaluation of Bids							
	RBI would subsequently examine and evaluate bids as below:							
	i)	Price Bids of only those Bidders who are technically qualified shall be opened.						
	ii)	Rates quoted in terms of percent (%) {profit or Overhead and Administrative Charges (OAC)} shall be considered during verification/ scrutiny.						
		iii) 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.						

	iv)	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.						
	v)	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 to during the evaluation of Bids in accordance with tender clauses.						
	vi)	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.						
	vii)	In case the lowest tendered quote (worked out on the basis of quoted percent profit) 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. 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.						
	viii)	If the revised tendered quote (worked out on the basis of quoted percent profit) 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.						
18	Acceptar	nce 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.							
19	Performa	ance Guarantee						
	of 5% (Fi	The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.						
20	Taxes/ D	Taxes/ Duties/ Levies						
	i)	GST, turnover tax, or any other tax 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.						
	ii)	The successful tenderers may also note that RBI reserves the right to deduct TDS and/or TDS on GST on contract amount as applicable and to be levied under relevant Act, from the bills and amount due to them from Bank and remit the same						
		directly to the Government.						

	The contract period is initially for one year or fraction of year decided by the Bank. The contract may be further renewed for a maximum period of two years (or fraction of year decided by the Bank) based on satisfactory performance of the contractor at revised rates derived on Price indices as detailed in the Special Instructions.
22	Employer's/Bank'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.

I/We hereby declare that I/we have read and understood the above instructions.

Place Date Signature of bidder

# Section IV

# **General Conditions of the Contract**

Definitions	1.	acce and on t docu Cond work to tin shall	Contract means all the documents forming the tender and optance thereof together with any correspondence leading thereto the formal agreement executed between the competent authority behalf of the Employer and the Contractor, together with the imments referred to therein including the General Conditions, Special ditions, General rules and instructions to bidders, the scope of c, correspondences exchanged and instructions issued from time ne by the Engineer-in- Charge. All these documents taken together, be deemed to form one contract and shall be complementary to another.
	2.		ne contract, the following expressions shall, unless the context rwise requires, have the meanings, hereby respectively assigned to h: -
		i)	The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional, as defined in Schedule 'F'
		ii)	The Site shall mean the land/or other places on, into or through which work is to be executed under the contract including any building and erections thereon or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract, as defined in Schedule 'F'.
		iii)	Employer shall mean The Reserve Bank of India (as mentioned in schedule 'F') and shall include its assigns and successors
		iv)	RBI shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Office at Nagpur.
		V)	Tender document shall mean document named as such issued by the Employer to the Bidders inviting Bids for the Work.
		vi)	Day shall mean Calendar Day
		vii)	Working day shall mean, the days when Employer's office is working i.e. Days excluding public holidays, Saturdays, and Sundays
		viii)	Month shall mean the calendar month.
		ix)	Year shall mean Calendar Year
		x)	Bidder (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.

<u> </u>		
	xi)	The Contractor shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
	xii)	Sub-Contractor means the person or persons, firm or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer
	xiii)	The Engineer-in-charge means the Engineer Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work.
	xiv)	The Authorized representatives of Engineer-in-charge (AGM(Tech)/ Manager (Tech)/ AM(Tech)) means the Engineer officers employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge.
	xv)	Contract Price or Contract Amount shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Employer and indicated in the letter of award of work.
	xvi)	Contract Period shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Employer
	xvii)	Contract Agreement shall mean the agreement signed between the Contractor and the Employer for the execution of the Work.
	xviii )	Notice in writing or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.
	xix)	Act of Insolvency shall mean any act of insolvency as defined by the Insolvency and Bankruptcy Code, 2016 or any Act amending such original.
	xx)	Manufacturer refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
	xxi)	Contractor's Works or Manufacturer's Works shall mean and include the land and other places which are used by the CONTRACTOR / FABRICATOR or SUB- CONTRACTOR / SUB- FABRICATOR for the manufacture of "Equipment" or performing the "Works".

		xxii) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.
		<ul> <li>xxiii Net Rate/Price - If in arriving at the contract amount the Contractor</li> <li>shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.</li> </ul>
Scope and performance	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	6.	<ul> <li>The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Scope of work, Schedule of Quantities and Specification 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. 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 Engineer-in-Charge. The Engineer-in-Charge may in his absolute discretion and from time-to-time issue written instructions, detailed directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to:</li> <li>a) The variation or modification of the quantity of works or the addition or omission or substitution of any work.</li> <li>b) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor.</li> <li>c) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.</li> <li>d) The dismissal from the works of any persons employed by the contractor thereupon.</li> <li>e) The opening up for inspection of any work covered up.</li> </ul>

		f) Th	ne amending and making good of any defects noticed and		
		reporte The Cont comprised instruction represent involving seven da Engineer	ed during contract period. tractor shall forthwith comply with and duly execute any work d in such Employer's instructions provided always that verbal ns, directions and explanations given to the Contractor or his tatives upon the works by the Engineer-in-Charge shall, if a variation, be confirmed in writing by the Contractor within ays, and if the same is not approved/ disapproved by the -in-charge in writing within a further period of seven days, such deemed to be Employer's Instructions within the scope of the		
Sufficiency of Tender	7.	tendering and of the rates and obligation	tractor shall be deemed to have satisfied himself before as to the correctness and sufficiency of his tender for the works e rates and prices quoted in the Schedule of Quantities, which d prices shall, except as otherwise provided, cover all his ns under the Contract and all matters and things necessary for er completion of the works.		
Discrepancies and Adjustment of Erro (order of	8.	The several documents forming the Contract are to be taken as mutually explanatory of one another; special conditions being followed in preference to General Conditions.			
preference)	8. 1	In the case of discrepancy between the schedule of Quantities and/ or the Specifications, the following order of preference shall be observed: -			
		i) [	Description of Schedule of Quantities.		
		ii) F	Particular Specification and Special Condition, if any.		
		iii) [	Drawings, if any.		
		iv) (	General Specifications.		
		v) I	ndian Standard Specifications of B.I.S		
	8. 2	If there and forming p schedule	re varying or conflicting provisions made in any one document bart of the contract, the Competent Authority as defined in the 'F' shall be the deciding authority with regard to the intention of ment and his decision shall be final and binding on the		
	8. 3	have be measurer Quantities Contract I clause 12 (as the ca be allow discrepan from the	edule of Quantities, unless otherwise stated shall be deemed to een prepared in accordance with standard method of ment. Any error in description or in quantity in Schedule of s or any omission of items therefrom shall not vitiate the but shall be rectified and the value thereof, as ascertained under thereof shall be added to or deducted from the Contract amount ase may be) provided that no rectification or errors, if any, shall yed in the contractor's Schedule of rates. The above ncies in Schedule of Quantities shall not release the Contractor execution of the whole or any part of the works comprised ccording to specifications or from any of his obligations under act.		
Signing Contract	9.	Employer	essful tenderer/contractor, on acceptance of his tender by the r, shall, within 14 days from the stipulated date of start of the n the contract consisting of: -		

i)	Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer)
ii)	the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of
	invitation of tender and acceptance thereof together with any correspondence leading thereto.
No paym the contr	ent for the work done will be made unless contract is signed by actor.

### **CLAUSES OF CONTRACT**

	CLAUSE ?	L
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Bank Guarantee of 5% (Five percent) of the Contract amount for his proper performance and security towards due fulfilment of his obligations under the contract, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.
	ii)	The Performance Bank Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the contract gets extended/ renewed, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After satisfactory completion of performance by the contractor and certified by the Engineer-in-charge, the performance guarantee shall be returned to the contractor, without any interest.
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

a)       Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.         b)       Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.         iv)       In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.         Compensation for Delay       If the contractor fails to comply to the timelines specified to attend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation in writing shall be final and binding)         i)       Compensation at the rate as specified in schedule 'F' on per day basis, provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Contractor under this or any other contract with the Employer.         CLAUSE 3         When       Curvets 3         When       Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contract or otherwise, and/whether the date of completion has or the anount of compensation for delay to be paid under this or any other rights or remedy against the contract or under withs or any other rights or remedy against the co	P		
due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.         iv)       In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.         Compensation for Delay       If the contractor fails to comply to the timelines specified to attend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the authority specified in schedule 'F' on per day basis, provided always that the total amount of compensation for delay basis, provided always that the total amount of compensation for determined always that the total amount of compensation for determined always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work         ii)       Compensation at the rate as specified in schedule 'F' on per day basis, provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Contract Price of work         when Contract can be Determined       Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not eleapsed, by notice in writing absolutely determine the contract in any of the following cases:			Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full
iv)       In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.         Compensation for Delay       CLAUSE 2         Compensation for Delay       If the contractor fails to comply to the timelines specified to attend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the authority specified in schedule 'F' (whose decision in writing shall be final and binding)         i)       Compensation at the rate as specified in schedule 'F' (whose decision in writing shall be final and binding)         ii)       Compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work         iii)       The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer.         CLAUSE 3         When Contract can be Determined       Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contract or in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has on tagesed, by notice in writing absolutely determine the contract in any of the following cases:			due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by
under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.           CLAUSE 2           Compensation for Delay         If the contractor fails to comply to the timelines specified to attend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated and as per the authority specified in schedule 'F' (whose decision in writing shall be final and binding)           i)         Compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work           ii)         The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer.           Vhen Contract can be Determined         Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contract or in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has on thas not elapsed, by notice in writing absolutely determine the contract in any of the following cases:			c) Breach of any condition of the contract by the contractor
Compensation for DelayIf the contractor fails to comply to the timelines specified to attend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated and as per the authority specified in schedule 'F' 		iv)	under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the
Delayattend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated and as per the authority specified in schedule 'F' (whose decision in writing shall be final and binding)i)Compensation at the rate as specified in schedule 'F' on per day basis, provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of workii)The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer.When Contract can be DeterminedSubject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:		CLAUSE	2
per day basis, provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of workii)The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer. CLAUSE 3Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:	•		attend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated and as per the authority specified in schedule 'F'
Image: second		i)	per day basis, provided always that the total amount of compensation for delay to be paid under this Condition
When Contract can be       Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:		ii)	against any sum payable to the Contractor under this or
can be Determined Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:		CLAUSE	3
i) If the contractor has abandoned the contract	can be		Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any
		i)	If the contractor has abandoned the contract

ii)	If the contractor having been given by the Engineer-in- Charge a notice in writing to rectify, pull down, reconstruct
	or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un- workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions.
iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer- in-Charge.
iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of
	completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer
vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering.
ix)	If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-in- charge that he is able to carry out and fulfil the contract and to give security therefor, if so required by the Engineer-in- Charge.
x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder
xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xiii)	labo to bo subl trans any	e contractor assigns, transfers, sublets (engagement of ur on a piece-work basis or of labour with materials not e incorporated in the work, shall not be deemed to be etting) or otherwise parts with or attempts to assign, sfer, sublet or otherwise parts with the entire works or portion thereof without the prior written approval of the ineer -in-Charge.
	unde	en the contractor has made himself liable for action er any of the cases aforesaid, the Engineer-in-Charge behalf of the Employer shall have powers:
	a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in- Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	b)	After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work 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 plants, tools, scaffoldings, sheds, machinery steam and other power utensils 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 own 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 shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other 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 Engineer-in-charge 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 fourteen 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 realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and 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 to the Employer, as the case may be, and the Certificate of the Engineer-in-charge shall be final and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value
a)	In case, the work cannot be started due to reasons not within the control of the contractor within two months, either party may close the contract.

	b) c)	If the payment of the amount payable by the Employer under Certificate of the Engineer-in-charge 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 interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Engineer-in-charge or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Engineer- in-charge 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. 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 hereof. In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days:
	d)	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of ₹ 10 lakh.
	<u>CLAU</u>	<u>SE 3B</u>
Termination of Contract in case of death of Contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual/proprietor, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the contractor. In case of individual contractor/proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the individual/proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.	

	CLAUSE 4	
Contractor liable to pay Compensation even if action not taken under Clause-3	CLAUSE 4 in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in- Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.	
	CLAUSE 5	
Time and Extension for Delay	5.1) The work is in the nature of facility management (Technical Services). The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later.	
	5.2) If the work(s) be delayed by: -	
	i) force majeure, or	
	ii) abnormally bad weather, or	
	iii) serious loss or damage by fire, or	

	iv)	civil commotion, local commotion of workmen, strike, or
		lockout, affecting any of the trades employed on the work, or
	v)	delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
	vi)	non-availability of stores, which are the responsibility of Employer to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	viii)	any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.
	ix)	then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer- in-Charge to proceed with the works.
	5.3)	Request for extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
	5.4)	In such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 2 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.
	CLAU	I <u>SE 6</u>
Measurements of Work Done	i)	The contract is in the nature of Lum-sum contract. Engineer-in-Charge shall, except as otherwise provided, ascertain the value in accordance with the contract.

	<ul> <li>Record of all items (materials), to be provided as replacement and having financial value (for electrical items more than ₹100/- and for plumbing items, more than ₹500/-) shall be entered in the material consumption register so that a complete record is obtained of all materials provided</li> </ul>
	under the contract.iii)All records shall be checked/ verified jointly by the Engineer-
	in-Charge or his authorized representative and by the contractor or his authorized representative from time to time and such records/ measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
	<ul> <li>v) The contractor shall, without extra charge, provide all assistance with every appliance, labour, and other things necessary for joint checking/ verification of records/ measurements.</li> </ul>
	ix) It is also a term of this contract that recording of measurements of any item in the measurement book shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the contract.
	CLAUSE 7
Payments	a) No payment shall be made to the Contractor if the Contractor fails to take the specified Insurance policies and keep them valid till the contract duration.
	b) The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
	c) The amount admissible shall be paid within the specified period of honouring certificates in the schedule 'F' after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if any, and all required details/ documents. In case of delay in payment of Running Account bills after 30working days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
	CLAUSE 8

Contractor to Keep		The contractor shall ensure to keep the site/ place of work
Site Clean	CLAU	clean at all times. As the work is going to be carried out mostly in occupied premises/ flats, the contractor shall take due care to clean the work area after completion of work, before leaving the place. In case the contractor fails to comply with the requirements of this clause, the Engineer- in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give one days' notice in writing to the contractor.
	-	
Payment of Contractor's Bills through electronic means	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge.
		(1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format.
		(2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank.
		While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.
	<u>CLAU</u>	<u>SE 10</u>
Materials to be provided by the Contractor, whenever, instructed by the Engineer-in-Charge or his representative	i)	The contract includes provision of labour along with tools, tackles, machinery, ladder etc and consumables and spares such as lugs, tapes, washers, nuts/ bolts, screws, grease, cotton etc. required for the works.
	ii)	Whenever any item/material needs to be replaced, the same shall be brought to the notice of Engineer-in-charge or his representative in writing and with his/ her approval, the same shall be purchased and provided by the contractor. The material shall be of approved make/ model.
	iii)	During visit of Engineer-in-charge or his representative to the colony, the contractor shall arrange to show the material replaced to him/ her at the earliest opportunity and get his signature on the register.

	iv)	The contractor shall prepare flat wise data in each colony		
		for all the materials replaced during the month and copy of the same shall be enclosed along with his monthly bill. There shall be separate lists for electrical and allied items and carpentry/ plumbing and allied items for each colony.		
Work to be Executed in	CLAU	CLAUSE 11		
Accordance with	t I	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications.		
Specifications, Orders etc.	i	The contractor shall also conform exactly, fully, and faithfully to the instructions in writing in respect of the work signed by the Engineer- in Charge or his representative.		
		In the case of any class of work for which there is no specifications mentioned, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.		
Action in case Work not done.	CLAUSE 11 A			
as per Specifications		All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized representatives and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.		
		The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.		
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Foreclosure of contract due to Abandonment or Reduction in Scope of Work	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	
Carrying out part work at risk & cost of contractor.		USE 13 ntractor:
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge: or
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within
		7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge: or
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
	with have to ta	Engineer- in-Charge without invoking action under clause 3 may, out prejudice to any other right or remedy against the contractor which e either accrued or accrue thereafter to Employer, by a notice in writing ke the part work / part incomplete work of any item(s) out of his hands shall have powers to:
	a)	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
	b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
	from of an the suffe	Engineer-in-Charge shall determine the amount, if any, is recoverable the contractor for completion of the part work/ part incomplete work ny item(s) taken out of his hands and execute at the risk and cost of contractor. The liability of contractor on account of loss or damage ered by Employer because of action under this clause shall not exceed of the Contract price of the work.

	In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor.
	Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
	If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract
Dismantled Material	CLAUSE 14
Employer's Property	The contractor shall treat all materials obtained during dismantling, etc. as Employer's property and a list of all such materials shall be prepared and handed over to the Employer from time to time, preferably on monthly basis. The Employer shall take action for its disposal. Till such time, the contractor shall store them properly at the specified place.
	CLAUSE 15

Contractor Liable for Damages, defects during contract period.	i)	If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever during the Contract Period, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge may employ and pay other persons to amend and make good such defects, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the cost of amending such work, together with any expenses the Employer may have incurred in connection therewith. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.
All relevant Statutory Laws to be complied by the Contractor	<u>CLA</u> i)	USE 16 The contractor shall obtain a valid licence under the Contract Labour
		(R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central) Rules, 1950, The Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013
	ii)	The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
	iii)	The contractor shall comply with the provisions of Code on Wages,2019, Employees Liability Act, 1938, Employees Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
	iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.

	v) Any failure to fulfil these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.		
Work not to be sublet.	CLAUSE 17		
Action in case of insolvency	<u>CLAUSE 17</u> The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet 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. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.		
Authorities and Notices	CLAUSE 18		
	(i) The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and byelaws of any authority, and of any water, electric supply, and other companies and/or authorities with whose systems the relevant installation is connected and shall not make any deviations in violation of the statutory provisions.		
	(ii) The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations, or byelaws 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.		
Payment of wages:	CLAUSE 19 A		
	i) The contractor shall pay to labour employed by him, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.		

ii)	In respect of all labour directly or indirectly employed in the works for		
	performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.		
iii)	The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.		
iv)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.		
V)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.		
vi)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.		
CL	AUSE 19 B		
per at l Co	espect of all labour directly or indirectly employed in the work for the formance of the contractor's part of this contract, the contractor shall his own expense arrange for the safety provisions as per the Safety de annexed and shall also at his own expense provide for all facilities connection therewith.		
CL	CLAUSE 19 C		
from em him The and lab	e Engineer-in-Charge may require the contractor to dismiss or remove in the site of the work any person or persons in the contractor's ployment upon the work who may be incompetent or misconduct iself and the contractor shall forthwith comply with such requirements. Is contractor shall issue identity cards to the labourers employed by him the shall be responsible for any untoward action on the part of such pour.		
<u>CL</u>	CLAUSE 19 D		

Employment of high skill/skilled/semi-skilled / unskilled workers	<ul> <li>The contractor shall deploy /high skill/skilled/semi-skilled/ unskilled tradesmen who are qualified and experienced. If the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to deploy qualified tradesmen will attract a compensation to be paid by contractor at the suitable rate as specified in schedule- F. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.</li> </ul>		
Contribution of EPF, ESI,	CLAUSE 19 E		
Bonus and HRA	The ESI, EPF, BONUS and HRA contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.		
Ensuring Payment and	CLAUSE 19 F		
Amenities to Workers if Contractor fails.	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, 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 Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.		
Renewal of Contract	Clause 19 G		
	The period of contract is initially for one year or fraction of one year decided by the bank. The contract shall be considered for further renewal for maximum two occasion (one year or fraction of one year at a time) on same terms and conditions at the discretion of the Bank provided the Bank finds the services of the Contractor satisfactory. Contract amount (minimum wages+ contractor profit + taxes) for deployment of manpower shall be considered per annum basis. Within the AMC period any revision in minimum wages and taxes in between by the Government shall be borne by the Bank. However, review of performance for operation contract will be done every year and any revision in minimum wages shall be considered at the time of renewal of AMC.		

	The terms and conditions contained in the tender document shall be treated as part and parcel of the IFMS contract renewal agreement which
	shall be executed a fresh and shall be binding on both the parties.
Recovery of	CLAUSE 20
Compensation paid to Workmen.	In every case in which by virtue of the provisions of the Employees Compensation Act, 1923, or any statutory modification or re-enactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, 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 Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.
Changes in firm's	CLAUSE 21
Constitution to be. intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 17 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 17.
Contractor to Supply labour, Material	CLAUSE 22
(wherever required), Machinery, Equipment, Tools & Plants etc.	The contractor shall arrange at his own expense all labour, consumable materials (such as washers, lugs, nuts bolts, screws, grease, cotton waste, tapes etc.), all tools, plant, machinery, and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of counting, weighing, and assisting the measurement for examination at any time and from time to time of the work or materials. Contractor shall also provide any item to be replaced in place of damaged item with prior approval of the Engineer in charge or his representative. <u>CLAUSE 23</u>

Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, , specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:	
	i)	The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive, and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.
	ii)	All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.
	iii)	But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter, it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three persons names and forward to the contractor to select one among them as arbitrator. The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision. The arbitrator shall make his or their award within six months (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

arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. 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 is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer'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. The place of Arbitration shall be as specified in Schedule 'F'.	
CLAUSE 24 The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.	
_ b g n ir e g n ir e g o t t ii	

Withholding and lien in respect of sum due from contractor	i) Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the Reserve Bank of India pending finalization of adjudication of any such claim.
	It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.
	ii) Employer shall have the right to cause an audit and technical examination of the works and the bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.
Lien in respect of	CLAUSE 25A
claims in other Contracts	Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or Reserve Bank of India elsewhere.
	It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money

	withheld or retained under this clause and duly notified as such to the contractor.		
Employer's water and	CLAUSE 26		
Electricity supply,	Water and Electricity is available at site and may be used by the contractor for the works free of cost, subject to the condition that the contractor shall make his/her own arrangement to take supply from the nearest source available.		
Insurance in respect of damages to Persons	CLAUSE 27		
and Property	The Contractor shall be responsible for all injury or damage to persons, animals, or things, and for all damage to property which may 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 responsible 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 reinstate all damage of every sort mentioned in this clause so as to make good or otherwise satisfy all claims for damage to property or third parties.		

respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the completion of the contract, with an Insurance Company approved by the Employer a Third Party Liability 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 ₹.2 lakhs per person for any one accident or occurrence and ₹.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 Employees 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 Subcontractor and shall at his own expense effect and maintain until the Completion of the Contract with an Insurance Company approved by the Employer a Workmen Compensation 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 therefrom.	
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 time for completion as the Engineer-in-charge 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.		
	CLAUSE 28		
Employment of Technical Staff and employees	Contractor's Superintendence, Supervision, Technical Staff & Employees		
	i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilment of the obligations under the contract.		
	The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Engineer-in Charge, the name(s), qualifications, experience, age, address(s), and other particulars along with certificates for Site Supervisor and technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Employer shall be final and binding on the contractor in this respect. Such a Site Supervisor and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.		
	The site supervisor shall be present at the site of work for supervision and also present himself/themselves, as required, to the Engineer- in-Charge and/or his designated representative to take instructions. Instructions given to the site supervisor shall be deemed to have the same force as if these have been given to the contractor. The site supervisor and technical representative(s) shall be available at site fully during the specified durations and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions. Site supervisor shall be responsible for joint measurements of work wherever required and take signature of the engineer in charge/ Bank's official. Necessary site Registers viz. complaint register, Material receipt/consumption register/ Labour attendance register, logbook etc. shall be strictly maintained by him on daily basis and got duly authenticated from Caretaker. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.		
	If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such site supervisor and/ or technical representative(s) is/are effectively appointed or		

		is/are effectively attending or fulfilling the provision of this clause, a recovery (non- refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Site supervisor, and/or technical representative(s) and if such appointed persons are not effectively present or are absent by more than two continuous days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to instruct the contractor for providing suitable replacement staff immediately and the contractor shall comply forthwith. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the technical staff and employees employed by him) along with every bill and shall produce evidence if at any time so required by the Engineer-in-Charge.	
	ii)	The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such supervisory staff as are competent to give proper supervision to the work.	
		The contractor shall provide and employ skilled, semiskilled, and unskilled labour as is necessary for proper and timely execution of the work.	
	iii)	The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.	
Levy/Taxes payable by Contractor	<u>CLA</u>	USE 29	
Contractor	i)	Goods and Services Tax (GST), Building and other Construction Workers Welfare Cess or any other tax/duty or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.	
Conditions for	CLAUSE 30		
reimbursement of levy/taxes if levied after receipt of tenders	i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.	

	ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer in-Charge may require from time to time.	
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.	
	<u>CLA</u>	JSE 31	
Other Persons employed by Employer	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.		
	CLAUSE 32		
Direction and approval of Engineer-in-charge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.		
	CLAUSE 33		
	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.		
Prevention of Sexual harassment at	<u>CLA</u>	JSE 34	
workplace	i)	The contractor shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013 or/ and any statutory modification thereof".	
	ii)	The contractor shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.	
	iii)	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 Complaint Committee constituted by the Bank.	

		iv)	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 employees, if sexual harassment by the employee of the contractor is proved.
		V)	The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
Non-Disclosure		CLA	USE 35
Pact		The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.	
GST Clause		Tenderers may please note that base rates should be quoted exclusive of GST. However, the bidders shall quote separately the applicable GST in respective rows, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only.	
Addition Deletion of property/scope work	and/or of	of w depl work depl Prop	k reserves the right to add or delete any properties from the scope ork depending on requirement of the Bank. The vendor has to oy manpower accordingly. Payment under the revised scope of k within the contract period shall be made only for the manpower oyed by them as per Bank's requirement. For any deletion of perties, no manpower shall be accommodated to any other perties under any circumstances during the period of contract.
Date: Place:	I		Signature of the Bidder

# SECTION- V

## SPECIAL CONDITIONS OF CONTRACT

	CLAUSE SC 1	
General	i)	Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, scope of work, and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions shall be deemed to override the provision(s) of the General conditions of Contract only of the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be affected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.
	V)	The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications.
Responsibilities of contractor	CLAUSE SC 2	
	i)	The CONTRACTOR shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient, and expeditious manner as per the time schedule, specifications, and equipment, tools, and tackles. Necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR.
	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials (wherever required), etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
	iv)	It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary equipment, scaffoldings and safety gadgets, and other lifting tackles, tools, and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.

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	V)	The procurement and supply of all tools - tackles and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.				
	vi)	Responsibility for obtaining all statutory approvals related to the work lies with the CONTRACTOR.				
	vii)	) CONTRACTOR shall take all steps to see that normal functioning public life/ Public traffic is not affected/obstructed while executing t work. Stacking of materials, excavated earth and equipment should r make any hindrance for the movement of other vehicles and people.				
	viii)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.				
	ix)	The contractors shall follow security rules and regulations of the Employer, including work permissions/ gate passes etc. The contractor shall arrange to get police verification done for all the staff deployed at Employer's premises before engaging them for the work.				
	x)	The contractor shall provide Uniform and suitable protective clothing as per weather conditions and I-cards to their staff poster at Employer's premises.				
	xi)	Manpower deployed should not be in medical category i.e., should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from registered medical practitioner with qualification not less than MBBS as produced for verification by contractor.				
Role of	CLAUSE SC 3					
employer	The Employer (Reserve Bank of India, Nagpur) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions, and stipulations of the contract.					
	CLA	USE SC 4				
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions. For site visit, the intending tenderer may contact the Employer.					
	CLAUSE SC 5					
Allowing access to the work site	i)	The Contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of award of work at its/his own cost:				
		a) Signing of the agreement on adequate value of non- Judicial stamp paper as per the approved format				

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		b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'			
		c)	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee			
		d)	Obtaining and submitting the original Labor License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for Obtaining the Labor License			
		e)	Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Engineer-in-charge			
		f)	Submitting the proof of having applied for police verification for all the staff identified to be posted at Employer's premises			
		g)	Submitting medical fitness certificate for all the labour/staff proposed to be deployed at Employer's premises (issued by any registered Medical Practitioner not more than one month prior to date of deployment)			
	ii)	requirements work, the Con scheduled dat from the fourt allowing access the contractor allowing access	ng to the above documentation and other statutory required to be complied by the Contractor before start of intractor shall be allowed access to the work site. The e of commencement of contract period shall be reckoned teenth day of the date of award of work or the date of ss to the work site (if delay is due to any reasons beyond r's control), whichever is later. However, any delay in ss to the work site to the Contractor on account of non- the above documents/ details shall not be considered for me			
	CLA	USE SC 6				
Further Instructions	to th	ne Contractor fr	arge shall have full power and authority to issue instructions om time to time during the progress of the maintenance ractor shall carry out and be bound by the same.			
Contractoria	CLA	AUSE SC 7				
Contractor's Barricades	i)	requires, at his	all suitably barricade the work area, whenever situation so s own cost so as to ensure safety of his own men and other nbers of public			
	ii)	The Contractor shall provide suitable construction safety nets to prevent damage to man / material at work site without any extra cost				
	CLAUSE SC 8					
L						

Protection of existing Services to adjacent properties/ Bank's premises	During the execution of work, adequate care shall be taken by the Contractor so that the Power supply, Water and Drainage system, etc which may be having common line serving to adjacent properties including Bank's premises shall not be disturbed. If any of these services are disturbed due to any work undertaken by the Contractor, the Contractor shall take all initiative to get the same restored at the earliest. No extra amount shall be paid on this account.						
Site Facilities	CLAUSE SC 9						
	Contractor's site office CONTRACTOR shall be given an option to create one site office and storage space in each of the premises, subject to space availability, for keeping own tools/tackles and other materials for performance of work under this contract. Wherever available, space will be provided by the R B I free of cost, for the creation of office, their safety and security including safety of materials as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.						
Tools and Tackles	CLA	USE SC 10					
TACKIES	The CONTRACTOR shall provide all equipment/ machinery, tools, and tackles to execute the work under the contract.						
Works to be	CLA	USE SC 11					
carried out by licensed technicians	a)	All electrical works shall be carried out through a licensed Electrician. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements.					
	b)	All plumbing works shall be carried out through a licensed plumber. The plumbing connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the plumbing works done by the CONTRACTOR.					
	c)	Wherever any statutory approval/ license/ NOC is required at any stage during the work, the Contractor shall obtain the same by paying the requisite statutory fees/ deposit to the statutory authority directly and shall submit the original receipt to the employer for reimbursement. The Contractor shall be responsible for the liaison and follow-up with the statutory authority concerned for the purpose.					
	d)	All the licensed personnel shall be required to submit the details in the approved format as per the annexure.					
	CLA	CLAUSE SC 12					

Interference with traffic and adjoining properties	All operations necessary for the execution of the works shall, so far as the compliance with the requirements of the concerned statutory authorities, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.				
Documents to be		USE SC 13			
maintained at site.	a) The Registers/ Documents specified at Schedule 'D' shall be mainta at site by the Contractor at his own cost and updated regularly.				
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.			
	c)	After completion of contract period, the Contractor shall submit the duly completed registers/ documents to the Engineer-in-charge.			
Performance of	CLA	USE SC 14			
contractor and Monitoring by the Employer	i)	The site engineer of the contractor shall record attendance of all the technicians and helpers deployed by the contractor against the contract on daily basis and show it to Bank's officials whenever demanded by them.			
	ii)	The contractor shall take up repairs against the complaints recorded in complaint register/ advised through mail/ over phone by officials of Employer with the help of site engineer, technical staff and helpers deployed by him.			
	iii)	The site engineer of the contractor shall take rounds of the premises and take necessary action for taking up repairs in common areas wherever observed, in addition to the complaints recorded in complaint register/ advised through mail/ over phone etc.			
	iv)	The contractor and his staff posted at site shall ensure to attend to any complaint/ service request within 24 hours generally. However, in case the complaint cannot be attended to during the raid period due to any reason or for want of material, the fact shall be brought to the notice of the resident and the concerned caretaker and action shall be initiated to attend to the complaint at the earliest.			
	v)	The complaint register shall always be kept updated and shall be put up to the Engineer-in-charge or his representatives during their visit to the colony. It should capture the action taken against any complaint/ service request, material used, if any, date of attending to the complaint etc. as per the approved format.			

vi)	For replacement of any material costing more than ₹ 500/-, prior approval of the concerned engineer-in-charge or his representative shall be obtained in writing.				
vii)	The list of materials replaced during any week shall be shown to the concerned official of the Bank during their visit and their approval/ acknowledgement shall be taken.				
viii)	The list of removed damaged/ unserviceable articles shall also be prepared by the contractor and the removed material shall be stacked at the specified place in the premises. The list shall be forwarded to the engineer-in-charge on monthly basis. The Employer shall take appropriate action for its disposal.				
ix)	The contractor shall display one mobile number in each colony on which complaints can be lodged round the clock and shall also display an escalation matrix up to at least three levels at his site office and a copy of the same shall also be displayed at caretaker's office.				
x)	In case a complaint of urgent nature (such as power failure/ water leakage, etc.) is lodged beyond the duty time of the contractor's staff, he shall arrange to take prompt action for attending to the complaint at the earliest at no extra charge.				
xi)	The manager deputed by the contractor for the purpose of this contract shall visit each colony at least once in a week and review the works carried out during the week and verify and sign on all records maintained by his team at site. He shall also interact with the caretaker and the engineer in charge or his representative and take their feedback to improve the performance, wherever required.				
xii)	The contractor shall also liaise with the statutory authorities (such as BEST, MTNL, MCGM etc.) in case service is disrupted/ affected due to fault at their end and get it attended at the earliest. While doing so, if any statutory payment is required to be made to any statutory authority, he shall make the payment and take reimbursement from the Bank by submitting his claim along with the original bill and receipt.				
vii)	The contractor shall also maintain following records at site				
	A Details of material used against any complaint, date and flat wise and the approval received from Engineer-in charge or his representative				
	<ul> <li>B Delivery challans and tax invoice for all materials, costing</li> <li>₹ 1000/- and above for carpentry/ plumbing etc works and ₹</li> <li>500/- and above for electrical and allied works, used during the month</li> </ul>				
	C Attendance registers of all the staff deputed by the contractor at site				

	viii)	sha witl	all mo	Separate complaint registers for: i) Carpentry and allied works ii) plumbing and allied works iii) Electrical and allied works Record of payments made to the workers at site er's representative or Engineer-in-charge or his representative pointor the performance of the contractor on a periodical basis ard to timely attending to the complaints, quality of work carried	
Billing and Terms of payment		CL/	CLAUSE SC 15 i) The work is in the nature of lump sum contract towards facility management (Technical Services). After providing satisfactory services during the month, in the first week of next month, the contractor shall submit his bill for the contract work, site-wise to Estate Office along with following documents:		
			a)	The copy of the complaint registers (carpentry, plumbing etc. and electrical and allied works), duly authenticated by the concerned caretaker.	
			b)	The copy of the attendance registers of the staff deployed at site	
		-	c)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs	
			d)	Certificate of employment of Manager, Site Supervisor, and other technical workmen.	
			e)	Documents (Bank statement etc.) showing the proof of monthly payment to the supervisor and technical workmen deployed at site.	
			f)	The firm has to make a Payment of Bonus (minimum) of ₹ 3,000/- per person (once a year), for which the firm has to submit the documents (Bank statement etc.) showing the proof of Bonus payment (minimum ₹ 3,000/-) to all the staff connected with this contract.	
			g)	Documents showing proof of having deposited the contributions towards PF, ESI etc. (as applicable) for all the staff deployed at site	
			h)	Declarations as per Annex 11	
			the	contractor shall also submit one bill for the material used during month, colony wise, in the first week of next month along with wing documents:	
			a)	The copy of the job sheets (carpentry, plumbing etc. and electrical and allied works), requiring replacement of materials, duly authenticated by the concerned resident and the caretaker.	

9	g)	Copies of Delivery challans and tax invoices for all materials, costing ₹700/- and above for carpentry/ plumbing etc works and ₹500/- and above for electrical and allied works, duly authenticated by the Engineer in charge or his representatives
I	h)	Copies of Delivery challans for all materials costing below the above threshold value
		Engineer-in-charge reserves the right to refuse to accept the bill, / of the document as above is not submitted along with the bill.
	Engii due	e the bill is received along with all the required documents, the neer-in-charge shall arrange to process the bill and the payments to the Contractor shall be released through NEFT within the ified period for honouring the certificates.
,		atutory deductions shall be made from the payments due to the ractor.

Place Date Signature of bidder Name: Address: Mobil No. Email:

### **SECTION- VI**

### **Special Instructions to the bidders**

#### 1 Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. 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 is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <u>www.mstcecommerce.com/eprocn/</u>

(Version 3- New Common Portal)

1)Vendors are required to register themselves online with

www.mstcecommerce.com  $\rightarrow$  e-Procurement  $\rightarrow$  PSU/Govtdepts  $\rightarrow$  Select RBI Logo-

>Register as Vendor -- Filling up details and creating own user id and password  $\rightarrow$  Submit.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI):

- 1. Shri G P Sharma, Manager (Tech- Civil)–Contact No.9619034637 <u>gyansharma@rbi.org.in</u> Shri. Ravindra Khandelwal, Assistant Manager (Tech-Electrical)- Contact No.7354759937, <u>rkkhandelwal@rbi.org.in</u>
- 2. Shri Shivdas Rathod, Assistant Manager Contact No. 8975849196 shivdasrathod@rbi.org.in
- 3. Shri Palash Chaurasia, Assistant Manager- Contact No. 9421987412 prchaurasia@rbi.org.in

Contact person (MSTC Ltd.)

1. Ms Tanmoy Sarkar, Deputy Manager; Email id: tsarkar@mstcindia.co.in Phone No: 8349894664

2. Ms. Rupali Pandey, Asst. Manager- rpandey@mstcindia.co.in - Mobile - 9458704037

3. Mr. Abhishek Kr. Kanaujia, Executive – Mobile – 9953089772

- 4. Helpdesk at MSTC Nagpur for vendors 022-22886268/22822789
- 5. Helpdesk Landline -- 022 22870471/022 22886266/033 22901004

	The bidders can also submit their issues vide e-mail at helpdesk@mstcindia.co.in								
	<ul> <li>B) System Requirement:</li> <li>i) Windows 7 or above Operating System</li> <li>ii) IE-7 and above Internet browser</li> <li>iii) Signing type digital signature</li> <li>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li> </ul>								
	<ul> <li>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</li> <li>□ Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". □ Other Settings:</li> </ul>								
	Tools => Internet Options => General => Click on Settings under "browsing history/Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".								
	To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options→ custom level (Please run IE settings from the page <u>https://www.mstcecommerce.com/eprocn</u> once)								
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <u>https://www.mstcecommerce.com/eprochome/rbi</u> . Tenders will be opened electronically on specified date and time as given in the Tender.								
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.								
4	ecial Note towards Transaction fee:								
	a) The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The 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, the 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, and the vendor shall be receiving a system generated mail.								
	<ul> <li>b) Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</li> </ul>								

	c) 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.						
5	Information about tenders /corrigendum uploaded 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 MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).						
6	E-tend	er cannot be accessed after the due date and time mentioned in NIT.					
7	Bidding	g in e-tender:					
	a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.						
	b)	The process involves Electronic Bidding for submission of Technical and Commercial Bid.					
	c)	The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <u>https://www.mstcecommerce.com</u> $\rightarrow$ e-procurement $\rightarrow$ New Common Portal -> Bid Floor Manager $\rightarrow$ live event $\rightarrow$ Selection of the live event $\rightarrow$ Techno Commercial Bid.					
	d)	The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the technical bid. If this application is not run, then the vendor will not be able to Save/submit his technical bid.					
	e)	After filling the Technical Bid, vendor should click 'save' for recording their technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid					
	f) Vendors are instructed to use Attach Doc button to upload docur documents can be uploaded.						
	g)	In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.					
	h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.						

	i)	All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.						
	j)	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.						
	k) Bank reserves the right to cancel or reject or accept or withdraw o tender in full or part as the case may be without assigning any rea							
	1)	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.						
7	-	der resulting from this tender shall be governed by the terms and conditions ned therein.						
8	No dev	No deviation to the technical and commercial terms & conditions are allowed.						
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.							
10	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprocn to familiarize them with the system before bidding.							

I/We hereby declare that I/we have read and understood the above instructions.

Place-DateSignature of bidder Address-Mobile No-Email-

### **SECTION- VII**

### Schedule A

#### a) Notes for Schedule of Quantities

1	The Schedule of Quantities shall be read in conjunction with the scope of work, instructions to the bidders, General Conditions of Contract, Special conditions of Contract and other provisions given in the bid documents. Contractor shall not rely merely on the description given in the Schedule of Quantities.
2	The nature of work is to provide the maintenance services for building and building services. The specified manpower is the minimum manpower to be deployed at site. Any additional manpower required to carry out the complete scope of work shall be provided by the contractor without any additional charge.
3	The contractor shall provide required Tool & plants at his cost as per the requirements at work site for plumbing, carpentry, electrical/telephone maintenance works etc.
4	The rates shall include the cost of all consumables & sundry items like nails, screws, gutties, adhesive, sute-safeda, washers, glands, lubricants, sand, cement, nails, Teflon tape, electric insulation tape, lubricating oil for hinges of doors/windows/telescopic channel of drawers etc. etc., required to attend day-to-day maintenance works. However, the cost of major items like sanitary, plumbing & hardware fittings, pipes, electrical fittings& fixtures etc. shall be paid separately as per mutually agreed rates/ market rates supported by appropriate documents with prior approval by the Bank.
5	The contractor shall fill his rates and amounts to carry out complete scope of work for each premises/ colony indicated in the Schedule of Quantity issued by the Employer. The rates shall be self-supporting for each colony/ premise.
6	Quoted Prices shall be in Indian Rupees only.
7	Rates shall be firm for the entire duration of the contract and any approved extended period.

### b) Criteria of Rates and renewal of Contract

Intending contractor will have to pass the minimum wages and other benefits given in the table below to the deployed manpower and produce Bank account statement of the same along the invoice. They will quote the overhead and Administration Charges as mentioned below. The monthly bill raised will be the minimum wages of the workmen and other benefits passed + their quoted percentage. For considering minimum wages, engineering area minimum wages are considered. Original tax Invoice for uniform, liveries and other items shall be produced at least once in a year failing which from the last bill appropriate deductions shall be made. Proof of PF and ESIC of all the workmen shall also be provided to claim the reimbursement. It will be the sole responsibility of the contractor to meet all the labour related laws.

#### c)Renewal of Contract

The period of contract is initially for one year or fraction of one year decided by the Bank. The contract shall be considered for further renewal for maximum two occasion (one year or fraction of one year at a time decided by the Bank) on same terms and conditions at the discretion of the Bank provided the Bank finds the services of the Contractor satisfactory. Contract amount (minimum wages+ contractor profit + taxes) for deployment of manpower shall be considered per annum basis. Within the AMC period any revision in minimum wages and taxes in between by the Government shall be borne by the Bank. However, review of performance for operation contract will be done every year and any revision in minimum wages shall be considered at the time of renewal of AMC.

The terms and conditions contained in the tender document shall be treated as part and parcel of the IFMS contract renewal agreement which shall be executed a fresh and shall be binding on both the parties.

	Manpower Category →	Highly- Skilled	Skilled	Un-skilled
	*Current Minimum Wages→	1035	954	783
Α	Basic (26 days)	26910	24804	20358
	HRA@5%	1345.5	1240.2	1017.9
В	Total Salary	28255.5	26044.2	21375.9
	Deductions			
	PF Contributions @ 12% of 'A'	3229.2	2976.48	2442.96
	Professional Tax @ 1.43% of 'A'	384.813	354.6972	291.1194
С	Total Gross Deductions	3614.013	3331.1772	2734.0794
	Net Salary in hand	24641.487	22713.0228	18641.8206
	Employer Contribution			
	PF@12 %	3229.2	2976.48	2442.96
	Bonus max @ ₹3,000/- per year	250	250	250
D	<b>Total Employer Contribution</b>	3479.2	3226.48	2692.96
E	Cost to Company (B+D)	31734.7	29270.68	24068.86
	Overhead + Administration Charges (OAC)	In price bid firm n	eed to quote as	percent of 'E' above
	Total Cost per manpower			
	GST @ 18%			
	Manpower Required			
	Total Amount (INR)			

#### d)Prevailing Minimum Wages Chart

(\*subject to change as per the Gol order on Minimum Wages)

Firms will have to quote Overhead and administrative charges (OAC charges) as percentage of the total charges. It is mandatory to provide the above minimum wages and other amenities to workmen.

Every year evaluation will be done about the above benefits passed to workmen based on documentary evidence. In case of any shortfall, deductions shall be made from the bills. Firm will need to provide the mandatory Bank account statement of payment of the above minimum wages from the second month onwards. The evidence must be enclosed with the AMC bill. The percentage indicated above shall remain fixed during the entire contract period. However, based on increase in minimum wages etc. an AMC amount shall be automatically increased. In case company is not able to produce sufficient documentary evidence in respect of payment of any of the above-mentioned items / facility, same will be deducted from the monthly bill.

#### e) Performance Bank Guarantee

Successful tenderer will have to deposit performance BG of 5 % of the Contract value per colony valid for the period of three years in format duly approved by the Bank. The EMD amount will be released on providing the PBG.

#### f) Payment Terms

Payment will be released on monthly basis. Any short fall in attendance will be deducted as per penalty clause. Without submitting PBG, no payment will be released.

#### g) Police Verification

For Police verification, papers in respect of all the workmen deployed shall be submitted to police station and documentary evidence along with Aadhar card of all the workmen shall be submitted to the Bank.

Signature of the contractor \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal of the firm \_\_\_\_\_

## SCHEDULE - B

## Health and Sanitary Arrangements for Workers Employed by Contractor

1	Definitio	on					
		Workplace means the place where the contract work is to be executed.					
2	FIRST-	AID F	acilities				
	(i)	acce	very workplace, there shall be provided and maintained, so as to be easily ssible during working hours, first-aid boxes at the rate of not less than one for 150 contract labour or part thereof ordinarily employed.				
	(ii)		first-aid box shall be distinctly marked with a red cross on white background shall contain the following equipment: -				
		1)	6 small, sterilised dressings.				
		2)	3 medium size sterilised dressings.				
		3)	3 large size sterilised dressings.				
		4)	4) 3 large, sterilised burn dressings.				
		5)	1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.				
		6)	1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.				
		7)	1 snakebite lancet.				
		8)	1 (30 gms.) bottle of potassium permanganate crystals.				
		9)	1 pair scissors.				
		10)	1 bottle containing 100 tablets (each of 5 gms.) of aspirin.				
		11)	Ointment for burns.				
		12)	A bottle of suitable surgical antiseptic solution.				
	iii)	Adequate arrangements shall be made for immediate recoupment of the equipmer when necessary.					
	iv)	Nothing except the prescribed contents shall be kept in the First-aid box.					
	V)	The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours.					
vi) A person in charge of the First-aid box shall be a person trained in First-treatment.			rson in charge of the First-aid box shall be a person trained in First-aid ment.				

3	Anti-Malarial Precautions
	The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.
4	Compliance to any other instructions issued by statutory authority
	In addition to the above, the contractor shall comply to any other instructions issued by statutory authority from time to time in connection with Health and safety arrangements for workers without any delay or additional cost.

### SCHEDULE C

### SAFETY CODE

- Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(¼ horizontal and 1 vertical.)
- 2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width, and should be suitably fastened as described in (2) above.
- 4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
- Safe means of access shall be provided to all working platforms and 5. other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm.  $(11\frac{1}{2})$  for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least <sup>1</sup>/<sub>4</sub>" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions

and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least

90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done. (b) Safety Measures for digging bore holes: -

- (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse.
- (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;(iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m alround the point of drilling to avoid entry of people.
- (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing.
- (v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump.

(vi). After the borewell is drilled the entire site should be brought to the ground level.

- 7. Demolition Before any demolition work is commenced and also during the progress of the work,
  - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger, or a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof

or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

- 8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:
  - (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (ii) Those engaged in whitewashing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
  - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to: -
    - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
    - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
    - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
    - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
    - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs

should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Nonsparking gas engines also could be used but they should be placed at least 2 meters away from the opening and

on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- (I) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or nonsparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on any work. Wherever men above the age of 18 are

employed on the work of lead painting, the following precaution should be taken: -

- (a) No paint containing lead or lead products or product containing this pigment shall be used except in the form of paste or ready-made paint.
- (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having paint is dry rubbed and scrapped.
- (c) Overalls shall be supplied by the contractors to the workmen and shall be worn by working painters during the whole of working period.
- (d) Adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (e) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- (f) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
- (g) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- (h) Employer may require medical examination of workers, when necessary.
- 9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
  - (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
    - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by

adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- (iv) The contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work.
- 11. Motors, gearing, transmission, electric wiring, and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labor Officer or Engineer-in-Charge of the Employer or their representatives.
- 15. Providing umbrellas, torch etc. to his all staff if required.

Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the country.

## SCHEDULE- D

## LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

Sr. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copy of the contract
2	Site staff attendance register	To record attendance of the site staff.
3	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site.
4	Complaint Register	To record complaints by the residents/ Bank's staff
5	Material at site Register	To record the material receipted and issued by the contractor
6	Material used register	To be updated as and when material is used by the contractor. The material use slip should be signed by the resident and the caretaker.
7	File for keeping delivery challans	
8	File for keeping the tax invoices	
9	Wage register	To keep a record of wages paid to the workers at site along with supporting documents (Bank statement etc.)

## SCHEDULE- E

## **General Rules and Instructions to Bidders - Information**

1	e-Tender Inviting Authority – Shri Sachin Y Shende Regional Director, Reserve Bank of India, Nagpur-440001.		
2	<b>Name of the Work</b> – Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur		
	<b>Office</b> – Estate Department, Reserve Bank of India, Main Office Building, Dr. Raghvendra Rao Road, Civil Lines, Nagpur-440001.		
	Due Date and Time for receipt of e-Tender/ Bid - June 16, 2025, till 2.00 PM		
3	Nil		
4	Date and Time of Pre-Bid Meeting Offline - At 11:00 hrs on May 30, 2025. Venue- Conference Hall, Main Office Building, Reserve Bank of India, Nagpur-440001.		
5	EMD – <b>₹5,48,000/-</b> (Rupees Five Lakhs Forty-Eight Thousand only) in the form of Bank Guarantee as per proforma annexed hereto or NEFT		
6	June 16, 2025, till 2.00 PM		
7	Will be informed separately after opening part-I of the tender.		
8	Bid validity – Three Months from the date of opening of Part-I of the tender		
	2 3 4 5 6 7		

## SCHEDULE- F

## **General Conditions of the Contract - Information**

Definitions	
	i) Works – Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residentia Premises at Nagpur
	<ul> <li>ii) The Site –</li> <li>Bank's Office Premises-</li> <li>1. Main Office Building (MOB)</li> <li>2. Additional Office Building (AOB)</li> <li>Bank's Residential Premises-</li> <li>1. Madhuban Apartment,</li> <li>2. Bairamji Town Officers Quarters (BTOQ)</li> <li>3. Atrey Layout Staff Quarters (ALSQ)</li> <li>4. Telangkhedi Road Staff Quarters (TRSQ)</li> <li>5. Amravati Road Staff Quarters (ARSQ)</li> </ul>
	iii) Employer - The Regional Director, Reserve Bank of India, Nagpur
	v) The Engineer-in-charge – Manager (Tech-Civil) AM(Tech-Civil) / AM(Tech-Electrical) of Estate Department, RBI, Nagpur
	ix) The percentage mentioned to cover all overheads an profits
Discrepancies and Adjustment of Errors (order of preference)	The Competent Authority – Regional Director, Reserve Bank of India, Nagpur

### **CLAUSES OF CONTRACT**

Performance	CLAUSE 1			
Guarantee	(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days		
	(ii)	Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above without penalty – 7 days		

	(iii)	Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (ii) above with late fee @ 0.1% of the amount of Performance Guarantee per day – 7 days			
Compensation for	CLAUSE 2				
Delay	Authority for fixing compensation under clause 2 – Engineer-in- charge Compensation for delay in attending to the complaints beyond 24 hours without valid reason – ₹ 100/- per day of delay				
Time and Extension for	CLAUS	SE 3			
Delay	Date of commencement of contract – 14 <sup>th</sup> day from the date of award of work				
	Time allowed for attending to complaints – 24 hours from the date of recording/ reporting the complaint by residents/ Bank's officials				
		(i) Authority for granting Extension of Time beyond the specified time limit to attend to complaint – Engineer-in-charge			
	(ii) Shifting of date of commencement in case of delay in handir over of site – Engineer-in-charge				
Payments	CLAUSE 4				
	Period of honouring certificates – 15 working days from the dat of receipt of complete monthly bill along with all the document as specified in Special Conditions of Contract				
Settlement of	CLAUSE 5				
Disputes & Arbitration	<b>Competent Authority for referring the dispute–</b> The Regional Director, Reserve Bank of India, Nagpur				
	Place of Arbitration – Nagpur, India				
	CLAU	SE 6			
Insurance in respect of damages to Persons and Property	<ul> <li>Contractor shall take following Insurance Policies:</li> <li>Workmen Compensation Policy for all workmen deployed at site</li> <li>Third Party Liebility Policy on per following details:</li> </ul>				
	<ul> <li>2) Third Party Liability Policy as per following details:</li> <li>a) For injury to persons – ₹ 2 Lakh per person per</li> </ul>				
		accident			
	b) For damage to property – ₹ 5 Lakh per accident Subject to overall ceiling of ₹ 10 Lakh per annum				
	CLAU	· · · · · · · · · · · · · · · · · · ·			

Employme	of	
Technical	and	
employees		

Minimum required Personnel at site shall be as below, failing which recovery at the specified rates as below shall be affected from the contractor:

Sr. No.	Designation	Minimu m No. of personn el	Minimum Professional/Te chnical Qualification	Minimum years of Relevant Experience	Rate of recovery per head per day for noncompliance
1.	Supervisor-Electrical (03) MOB (01), AOB (01), Residential Quarters (01).	3	At least Diploma in Electrical Engineering	2	₹ 1500/-
2.	Supervisor-Civil (02) MOB-AOB (01), Residential Quarters (01).	2	At least Diploma in Civil Engineering	2	₹ 1500/-
3.	Electrician (Full time) MOB (04), AOB (04), Madhuban- ARSQ (01), BTOQ-TRSQ (01), ALSQ (01).	11	Valid electrical license holder	3	₹ 1000/-
4.	Helper to Electrician MOB (04), AOB (04), Madhuban- ARSQ (01), BTOQ-TRSQ (01), ALSQ (01).	11		2	₹500/-
5.	Helper for Cleaning of Electrical Equipment	02		2	₹500/-
6	Helper for Operation of Lift at MOB and AOB	02		2	₹500/-

7	Licensed Plumber MOB (02), AOB (02), Madhuban-BTOQ-TRSQ (02), ARSQ-ALSQ (02)	8	Experienced plumber	3	₹ 1000/-		
8	Helper to Plumber MOB (02), AOB (02), Madhuban-BTOQ-TRSQ (02), ARSQ-ALSQ (02)	8	-	-	₹500/-		
9.	Carpenter MOB (01), AOB (01), Madhuban-BTOQ-TRSQ (01), ARSQ-ALSQ (01)	4	Experienced carpenter	3	₹ 1000/-		
10.	Helper to Carpenter MOB (01), AOB (01), Madhuban-BTOQ-TRSQ (01), ARSQ-ALSQ (01)	4	-	-	₹ 500/-		
CLAU	CLAUSE 8						
	<u>PENALTY</u> N O N - P E R F O R M A N C E AS PER THE AGREEMENT	In addition to above any deficiency in services is observed/brought to notice of the office or any delay in attending to complaint related to Plumbing/ Carpentry/Electrical related work and other ancillary work beyond 24 hours from time of lodgement of the complaint shall attract penalty which shall be not less than					

₹ 100/- per instance, recovered from the monthly bill as penalty for deficiency in services and in any case, it will not be refunded to the contractor.
Bank reserves the right to waive off such penalty if the clause of deficiency in the service is found to be beyond the control of the successful bidder. The Bank`s decision in this regard shall be final. Bank has right to utilize above manpower for work in other properties/office in Nagpur which are not covered in above list. Contractor shall bear conveyance charges and reimburse the same to his staff.

I/We hereby declare that I/we have read and understood the information provided in Schedule A to Schedule F above.

Place Date Signature of bidder

## SECTION VIII

# ANNEXURES

# TO

# VARIOUS SECTIONS AND SCHEDULES

Annex 1

### **Draft Articles of Agreement**

### (On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Nagpur Regional Office, Dr. Raghvendra Rao Road, Civil Lines, Nagpur- 440001, having its Central Office at Shahid Bhagat Singh Marg , Fort, Mumbai 400001 (hereinafter called "the Employer" or "the Reserve Bank" or "the Bank") represented by...... Which expression shall unless repugnant to the context uncloses his successor in Office as the one part and \_\_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Contractor") represented by......which expression shall include his successors, assigns and legal representative of the other part.

WHEREAS the Employer is desirous of carrying out the work of Integrated Facility Management Services (IFMS) for Maintenance of Bank's properties Nagpur and has caused scope of work describing the works to be done [as detailed in Tender Documents (Part I, Part II, annexures, and amendments thereof)].

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

AND WHEREAS the Bank had called for tenders from eligible contractors to provide services for providing Integrated Facility Management Services (IFMS) for Maintenance of Bank's office and residential properties at Nagpur, as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others have submitted the tenders, and the Bank has awarded the contract, to provide services for Integrated Facility Management Services at Office and Residential premises of the Bank in Nagpur, as stated in the scope of work attached to the Tender Document, to the Contractor.

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

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

- 1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Scope of work and the Schedule of Quantities.
- 2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3. The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions, and stipulations of the contract.
- 4. The said conditions and various sections and schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
- 5. The agreement and documents mentioned herein shall form the basis of this Contract.
- 6. This Contract is a Lump sum contract to provide facility management (technical services) for Bank's Residential Premises to be paid for at the rate contained in the Schedule of rates and as provided in the said Conditions.
- 7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to carpentry works, installation of sanitary work and fittings, electrical installations, fittings, telephone, and other ancillary works in the manner laid down in the said conditions and shall make good any damage done to premises, persons, and properties (including the properties of the Occupant) etc.
- 8. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
- 9. The Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to carry out the works as specified in the scope of work as per the said conditions.
- 10. All payments by the Employer under this Contract will be made only at Nagpur.
- 11. All disputes arising out of or in any way connected with this agreement shall be settled in accordance with provisions of General Conditions of Contract and be deemed to have arisen at Nagpur and Courts in Nagpur shall have exclusive jurisdiction to determine the same.
- 12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.

13. The contractor shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and

Redressal) Act, 2013 or/ and any statutory modification thereof". The contractor shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint. 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 Complaint Committee constituted by the Bank. 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 employees, if sexual harassment by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

14. The Contractor shall not disclose directly or indirectly any information, materials, and details of the Bank's infrastructure/systems/equipment 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.

IN WITNESS WHEREOF the Employer has set	If the contractor is a
its hands to these presents through its duly	company.
authorized official and the Contractor has	
caused its common seal to be affixed hereunto	
and has caused these presents to be executed	
on its behalf, the day and year first hereinabove	
written.	

Signature Clause		
SIGNED AND DELIVERED by the R Bank of India by the hand of	Reserve	
Shri		
(Name and designation)		
In the presence of (Witness) (1) Address		
(2) Address		
SIGNED AND DELIVERED by In the presence of (1) Address		artnership firm or an d be signed by all or the partners.
(2) Address	Witness	
		If the Contractor
THE COMMON SEAL OF		signs under its
Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on in the presence of		common seal, the signature clause should tally with the sealing clause in the Articles of
(1) (2) Directors who have signed these pr	resents in token	Association.
thereof in the presence of		

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(1) (2)	If the Contractor is signing by hand of
	power of Attorney,
SIGNED AND DELIVERED BY the Contract hand of Shri	or by the
an	d whether a company or

constituted attorney. individual.

### Annex 2

### PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY (On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_ Date: \_\_\_\_\_

The Regional Director Reserve Bank of India, Estate Department, Nagpur-440001.

Dear Sir,

Name of Work: Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur

Ref.: NIT/Advt.No. date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹. \_\_\_\_\_ (Rupees ...... only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) \_\_\_\_\_, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹.

\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only) in respect of EMD.

#### NOW THIS GUARANTEE WITNESSETH

 We \_\_\_\_\_(Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI 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 RBI, pay without demur to the RBI, a sum of  $\mathfrak{R}$ . (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of  $\mathfrak{R}$ . \_\_\_\_\_ (Rupees \_\_\_\_\_\_ only).

- 2. We also agree to undertake to and confirm that the sum not exceeding ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI 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 RBI within a period of one week from the date of receipt of the notice as aforesaid.
- We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.
- This guarantee shall not be revoked by us without prior consent in writing of the RBI.
   We hereby further agree that –
- a) Any forbearance, act, or omission on the part of the RBI 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 granting of any time or showing of any indulgence by the RBI 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 ₹. \_ (Rupees \_\_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of ₹.

(Rupees \_\_\_\_\_ only).

- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_\_ (three months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be

renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) 2025 being herewith duly authorized.

For and on behalf of \_\_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official Name: Designation Stamp/ Seal of the Bank Signed, sealed, and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature ..... Name ..... Address .....

Witness 2

Signature
Name
Address

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

#### PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT (On Non-Judicial Stamp Paper of appropriate value)

Place:	,
Date:	

The Regional Director Reserve Bank of India, Estate Department, Nagpur-440001.

Dear Sir,

Name of Work: Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns). AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹.\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We,\_\_\_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_\_\_ as Performance Guarantee for due

fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_(Name of the Bank) do hereby agree with and undertake to

RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹. \_ (Rupees \_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract,

provided, however, that our liability against such sum shall not exceed the sum of ₹.

(Rupees \_\_\_\_\_ only).

- 2. We also agree to undertake to and confirm that the sum not exceeding ₹. \_\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
- We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
- 4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that -

- a) Any act, forbearance or omission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor 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 Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹. \_ (Rupees \_\_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of ₹.

(Rupees \_\_\_\_\_ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients 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 \_\_\_\_\_\_ (60 days beyond the Contract period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) 2022 being herewith duly authorized.

For and on behalf of \_\_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official Name: Designation Stamp/ Seal of the Bank Signed, sealed, and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Witness 2

Signature Name Address

#### <u>Annex 4</u>

#### FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY (On Non-Judicial Stamp Paper of appropriate value)

To, The Regional Director Reserve Bank of India, Estate Department, Nagpur-440001.

Dear Sir,

Name of Work: Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur

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

Signature/(s) of the Bidder Name/(s) Stamp/Seal of the Bidder Note: Power of Attorney should be properly stamped and notarized Power of Attorney furnished by Contractor shall be irrevocable.

#### Proforma for providing input for NEFT Payment

#### RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

1.	. Supplier's / Vendor's Name:																	
2.	2. Supplier's / Vendor's Name as per Bank Records:																	
3A	3A. Supplier's Code 3B. Supplier's PAN Number: #																	

# Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

#### 4. Supplier's / Vendor's Complete Postal Address:

Door No.				Street:						
Location:				District:						
City:				State			PIN			

5. Supplier's / Vendor's E-mail ID:

6.	Su	ipplier'	s / Ve	endor	's Te	eleph	one	Num	ber a	& Mc	bile	Phor	ne N	umbe	er:			
										М								

7. Name of the Bank:

8.	8. Bank (Branch) Postal Address:																		

9. RTGS\*/NEFT\*\* /MICR- Code of the Branch:

MICR:	

RTGS\* - "Real Time Gross Settlement", NEFT\*\* - "National Electronic Fund Transfer". MICR Magnetic Ink Recognition Character These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

				(	Cash	Cred	it Ac	coun	t:			Curre	ent Ac	ccoun	t:	
Account:																
11. Bank	11. Bank Account Number of the Supplier: ©															
						11										

#### Saving Bank

© Fill up from the 1<sup>st</sup> column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold RBI responsible.

Date: Supplier's Seal: Authorized Signature of the Supplier: Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

#### Proforma for Indemnifying the Employer Against Contract labour Rules/regulations.

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director Reserve Bank of India, Estate Department, Nagpur- 440001.

Dear Sir/Madam

Integrated Facility Management Services (IFMS) for Maintenance of Bank's office and residential properties at Nagpur.

We, M/s ...... (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard.

Yours faithfully,

For \_\_\_\_\_

Authorised signatory

#### <u>Annex 7</u>

#### Proforma for Indemnifying the Employer against Patent Rights (On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director Reserve Bank of India, Nagpur-440 001

Dear Sir

Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises in Nagpur.

We, M/s \_\_\_\_\_\_ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For \_\_\_\_\_

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

#### Proforma for providing details of completed and ongoing works

Details of Facility management services (Technical) works executed During the Last 5 Years (ending March 31, 2025)

Sr. No.	Name of the firm (Client) with full address and contact. numbers/fax etc	Name of work	Value of the work	Date of award of work	Contract Completion date	Remarks

(Works individually costing more than ₹274 Lakhs)

Details of Facility management services works in hand (as on March 31, 2025– Ongoing Contracts

Sr. No.	Name of the firm (Client) with full address and contact. numbers/fax etc	Name of work	Value of the work	Date of award of work	Contract Duration	Remarks

Signature of Bidder and Seal Date

#### <u>Annex 9</u>

## FORMAT OF BANKER'S CERTIFICATE

- 1. Composition of the firm (whether Partnership/private limited/Proprietorship/Public limited)
- 2. Name of the Proprietor / Partners / Directors of the firm.
- 3. Turnover of the firm for the last 3 financial year (Year Wise).

2022 - 2023 2023 - 2024 2024 - 2025

- 3. Credit facility / Overdraft Facility enjoyed by the firm.
- 4. Dealings
- 5. The period from which the firm has been banking with your bank.
- 6. Any other Remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for work estimated to cost ₹274 Lakhs.

Seal & Signature For the Bank

#### Note:

1. Banker's Certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Main Office Building, Dr. Raghvendra Rao Road, Opposite Vidhan Bhavan, Nagpur-440001.

2. In case of Partnership firm, certificate should include name of all partners as recorded with the Bank.

#### <u>Annex 10</u>

#### FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER

Name & address of the Client. Details of Works executed by M/s.

- 1. Name of work with brief particulars
- 2. Agreement No. and Date
- 3. Agreement Amount
- 4. Date of commencement of Work
- 5. Actual date of Completion
- 6. Whether the contract was renewed
- 7. Detail of compensation levied for Delay or any other reason (Indicate amount)
- 8. Gross amount of the work completed and paid.
- 9. Name and address of the authority. Under whom work executed?
- 10. Whether the contractor employed Qualified supervisor during execution of work?
- 11. i) Quality of work (indicate grading)

Outstanding/Very Good/ Good/Satisfactory/Poor

- ii) Amount of work paid on reduced rate, if any.
- 12. i) Did the contractor go for arbitration?
- ii) If yes, total amount of claim
- iii) Total Amount awarded.
- 13. Comments on the capabilities of the Contractor
  - a) Technical Proficiency Outstanding/Very Good/

Good/Satisfactory/Poor

- b) Financial soundness
- c) Mobilization of adequate T&P Good/Satisfactory/Poor
- d) Mobilization of Manpower
- e) General Behaviour

Note: All Columns should be filled in properly

Reporting officer\* with office Seal

\*Countersigned \*Officer of the rank of executive engineer or equivalent

Outstanding/Very Good/ Good/Satisfactory/Poor Outstanding/Very Good/

Outstanding/Very Good/ Good/Satisfactory/Poor Outstanding/Very Good/ Good/Satisfactory/Poor

#### Declarations to be submitted along with each bill by the contractor on his

#### letterhead

#### 1. DECLARATION

Place: Date: Signature and seal of the Contractor Name: Address: Email: Mobile no.:

#### 2. GST DECLARATION

I do hereby declare that the GST Registration Number of my/our firm/ company/ establishment is...... and the GST claimed in the bill will be paid duly to the Government of India after receipt of the same from the Bank.

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

Place: Date: Signature and seal of the Contractor Name: Address: Email: Mobile no.:

### DETAILS OF UNDERGROUND and OVERHEAD WATER TANKS AT BANK'S PREMISES AT NAGPUR

Item No	Description of Item
1.1	Main Office Building
	A) Underground sump
	1) 1.80 lakh Litres (approx.) - Round sump - 01 Nos
	2) 14000 Litres - Annex Building - 01 Nos
	B) Overhead Tanks
	3) 16000 Litres - Emergency staircase - 02 Nos
	4) 2500 Litres - Annex Building - 02 Nos
	5) 2000 Litres - Sintex Solar Tank - 01 Nos
1.2	TRSQ
	A) Underground Tanks
	1) 57000 Litres - 02 Nos
	B) Overhead Tanks
	2) 100000 Litres - 01 Nos
	3) 500 Litres - Sintex Tank - <b>R</b> Block - 02 Nos
	4) 500 Litres - Sintex Solar Tank - E Block - 02 Nos
	5) 2000 Litres - Sintex Drinking Water Tank - E Block - 01 Nos
1.3	ARSQ
	A) Underground sump
	1) 125000 Litres - 01 Nos
	B) Overhead Tanks
	2) 12000 Litres - 09 Nos
	3) 500 Litres - Sintex - Dispensary 01 Nos
	4) 2000 Litres - Sintex - 01 Nos
	5) 1000 Litres - Sintex - Air Cooling System - 01 Nos
1.4	BTOQ
	A) Underground sump
	1) 50000 Litres - 01 Nos
	B) Overhead Tanks
	2) 8000 Litres - 06 Nos

1.5	Additional Office Building
	A) Underground sump
	1) 1.00 lakh Litres (approx.) - 01 Nos
	B) Overhead Tanks
	2) 19000 Litres - 02 Nos
	3) 6000 Litres - 02 Nos
	4) 3000 Litres - M.S. Tanks - 05 Nos
	5) 750 Litres - Sintex - 02 Nos
	6) 1000 Litres - Pump House @ Garden - 01 Nos
1.6	ALSQ
	A) Underground sump
	1) 32000 Litres - 02 Nos
	2) 48000 Litres - 02 Nos
	B) Overhead Tanks
	3) 8000 Litres - 10 Nos

## 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, The Regional Director Reserve Bank of India, Estate Department, Nagpur-440001.

<u>Name of Work</u>: Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential premises in Nagpur.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, 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 developmental projects.

(Strikeout whichever of the above is not applicable).

3. I /We hereby 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 I/we ...... (Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. 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 firm with Rubber Stamp.

Date:

Place:



# RESERVE BANK OF INDIA ESTATE DEPARTMENT NAGPUR

# TENDER FOR

# Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur

# Part II (Price Bid)

Name of Bidder

Address\_\_\_\_\_

Date of Pre-Bid meeting: May 30, 2025, at 11.00 AM

Due Date of Submission: June 16, 2025, till 2.00 PM



# Reserve Bank of India Estate Department Nagpur

# Integrated Facility Management Services (IFMS) for Maintenance of Bank's Office and Residential Premises at Nagpur

## Schedule of Quantity

Sr. No.	Description	Profit (%)
	Percentage of Overhead and administrative Charges (OAC) for	
	Integrated Facility Management Service for deputing required	
1	manpower as described in the detailed scope mentioned in Part- I	
	of the tender and as detailed by the Bank's Engineer. The same	
	percent (%) profit/OAC will be applicable on cost of materials.	
1		

Note: 1. Tenderers may please note that the GST on profit percent above will be payable by the Bank. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, **the evaluation of bids shall be on profit percent (%) only**.

2. Bank reserves the right to add or delete any properties from the scope of work depending on requirement of the Bank. The vendor has to deploy manpower accordingly. Payment under the revised scope of work within the contract period shall be made only for the manpower deployed by them as per Bank's requirement. For any deletion of Properties, no manpower shall be accommodated under any circumstances during the period of contract.

3. The Supervisor deployed shall be fully responsible to execute the required work from the given manpower for effective maintenance work, monitoring of site-maintained documents keeping up to date daily records of challans, measurements, work call sheets etc. Duties & working timing of Supervisor details mentioned in Scope of work/Section-II.

Date:

Place:

Signature and seal of the Tenderer Name: Address: Email: Phone: Mobile no.: