



Reserve Bank of India/ भारतीय रिज़र्व बैंक  
Estate Department / संपदा विभाग  
Guwahati / गुवाहाटी

**भारतीय रिज़र्व बैंक, मुख्य कार्यालय परिसर, स्टेशन रोड, गुवाहाटी में नलसाजी और स्वच्छता कार्यों/स्थापनाओं का वार्षिक रखरखाव अनुबंध**

ई- निविदा नं: आर.बी.आई/गुवाहाटी/संपदा/8/24-25/ईटी/81

**निविदा सूचना**

भारतीय रिज़र्व बैंक, गुवाहाटी उपर्युक्त कार्य के लिए दो बोली प्रणाली (तकनीकी-वाणिज्यिक और वित्तीय बोली) के तहत ई-निविदाएं एक साथ आमंत्रित करता है। निविदा प्रपत्र 19 जून 2024 को आरबीआई की वेबसाइट [www.rbi.org.in](http://www.rbi.org.in) और एमएसटीसी ई-पोर्टल [www.mstcecommerce.com](http://www.mstcecommerce.com) पर देखने / डाउनलोड करने के लिए उपलब्ध होंगी।

आपकी निविदा, विधिवत भरी हुई और ई-हस्ताक्षरित, केवल **एमएसटीसी न्यू कॉमन पोर्टल (MSTC New Common Portal)** [www.mstcecommerce.com](http://www.mstcecommerce.com) के माध्यम से ई-टेंडरिंग मोड द्वारा प्रस्तुत की जानी चाहिए। ई-निविदा प्रक्रिया की अनुसूची और संक्षिप्त विवरण इस प्रकार हैं:

1. कुल अनुमानित लागत: ₹7,14,000/-
2. बयाना: ₹14,280/-
3. इवेंट का प्रकाशन- दिनांक और समय: 19.06.2024 को 17:00 बजे से।
4. बोली प्रारंभ होने की दिनांक और समय: 19.06.2024 को 17:00 बजे से।
5. बोली बंद होने की दिनांक और समय: 26.06.2024 को 14:00 बजे ।
6. बोली (भाग-I) खोलने की दिनांक और समय: 26.06.2024 को 15:00 बजे से।

इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा।

बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी या सभी निविदाओं को बिना कोई कारण बताए अस्वीकार करने का अधिकार बैंक सुरक्षित रखता है।

**यह एक सीमित ई-टेंडर है।** केवल वे बोलीदाता/विक्रेता जो "₹5 लाख - ₹10 लाख" मूल्य श्रेणी के तहत ऐसे सिविल कार्यों के लिए आरबीआई गुवाहाटी के साथ सूचीबद्ध हैं, इस ई-निविदा प्रक्रिया में भाग लेने के लिए पात्र हैं।

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
उत्तर पूर्वी राज्य



Reserve Bank of India/ भारतीय रिज़र्व बैंक  
Estate Department / संपदा विभाग  
Guwahati / गुवाहाटी

**Tender for**

**Annual Maintenance Contract of Plumbing & Sanitary works/installations in Reserve Bank of India, Main Office Premises, Station Road, Guwahati**

## **Techno-Commercial Bid (Part 1)**

**e-Tender no: RBI/Guwahati/Estate/8/24-25/ET/81**

**Name of the Tenderer:** \_\_\_\_\_

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

Estate Office  
Reserve Bank of India, Station Road, Guwahati-781001

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## **DISCLAIMER**

Reserve Bank of India, Estate Department, Guwahati, has prepared this Document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be accurate, 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. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

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 Project or to change the configuration of the Project, 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.

**SCHEDULE OF TENDER (SOT)**

This is a **LIMITED e-TENDER**. Only those bidders/vendors who are empaneled with RBI Guwahati for such Civil works for the Price Category of “₹5 Lakh- ₹10 Lakh” are eligible to participate in this e-tender process.

1. e-Tender No.	<b>RBI/Guwahati/Estate/8/24-25/ET/81</b>
2. Name of the Work:	Annual Maintenance Contract of Plumbing & Sanitary works/installations in Reserve Bank of India, Main Office Premises, Station Road, Guwahati
3. Mode of Tender:	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through MSTC New Common Portal at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> )
4. Date & time from which NIT (along with complete tender documents) will available to the parties to download	June 19, 2024 from 17:00 Hours onwards
5. Estimated cost of the work:	₹ 7.14 Lakh (Rupees Seven Lakh Fourteen Thousand only)
8. Earnest Money Deposit (EMD)  Please note that Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number) are exempted from submission of EMD for participating in the bidding process. In such case of exemption, the tenderer must submit/upload the Udyam registered MSE Certificate during bid submission in MSTC Portal.	₹14,280/- (Rupees Fourteen Thousand Two Hundred and Eighty only) in the form of Demand Draft/ Bank Guarantee as per Annexure-I for EMD in favor of Reserve Bank of India, Guwahati to be delivered in physical form at Estate Department, 4th floor, Reserve Bank of India, Guwahati. Or Deposited through NEFT in favor of Reserve Bank of India, Guwahati in A/c No: 8692299 and IFSC Code: RBIS0GWPA01. Please mention your company/firm's name in the NEFT transaction remarks.
6. Last date of submission of EMD by NEFT/DD/ Bank Guarantee	June 26, 2024 up to 14:00 Hours
11. Bidding start date of Techno-commercial Bid and Financial Bid at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	June 19, 2024 from 17:00 Hours onwards
12. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	June 26, 2024 up to 14:00 Hours
13. Date and Time of opening of Part-I (i.e. Techno-Commercial Bid)	June 26, 2024 from 15:00 Hours
14. Date and Time of opening of Part-II (i.e. Financial Bid)	Opening of Financial Bid will be intimated to all the eligible bidders later.



Smt. Sushmita Phukan  
Regional Director  
Reserve Bank of India  
Guwahati-781001

Madam,

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

### **MEMORANDUM**

(a)	Description of works	Annual Maintenance Contract of Plumbing & Sanitary works/installations in Reserve Bank of India, Main Office Premises, Guwahati 781001
(b)	Estimated cost	Rs. 7,13,750/-
(c)	Mode of payment	As per clause 3.11 of General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹14,280/- (Rupees Fourteen Thousand Two Hundred and Eighty only)
(e)	Validity of quoted rates	Three years (to be renewed every year based on satisfactory performance)

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract 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.
3. The list showing the particulars and the names of manufacturers of specified item required are enclosed.

Name of the partner of the firm  
authorized to sign.

\_\_\_\_\_



OR

Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).

\_\_\_\_\_

Yours faithfully,

\_\_\_\_\_

Signature of Contractor.

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ (Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1) \_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
(Signature)

Address \_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT**

Bidders are requested to read the terms & conditions of this tender before submitting their online e-tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the e-Tender for opening of the price bid.

**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 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 has to be submitted on-line at through **MSTC Portal (New Common Portal)** at [www.mstcecommerce.com](http://www.mstcecommerce.com).

a) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com). → e- Procurement → Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit.

b) 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 e-Tender.

**Contact person (RBI):**

S/No	Name of the Person	Designation	Phone Number
1	Shri Pawan Das	Assistant Manager (Tech-Civil)	+91 8424058452
2	Shri Ravindra Mahto	Assistant Manager (Estate)	+91 8581832812

e-mail ID of Estate Department: [estateguwahati@rbi.org.in](mailto:estateguwahati@rbi.org.in)

**Contact person (MSTC Ltd):**

S/N	Name of the Person	e-mail	Phone Number
1	Shri Prashant Chitranjan	<a href="mailto:pchitranjan@mstcindia.co.in">pchitranjan@mstcindia.co.in</a>	0361-2221199
		<a href="mailto:ghyopn1@mstcindia.in">ghyopn1@mstcindia.in</a> , <a href="mailto:ghyopn2@mstcindia.in">ghyopn2@mstcindia.in</a> <a href="mailto:helpdeskghy@mstcindia.in">helpdeskghy@mstcindia.in</a> and <a href="mailto:bmghymstc@mstcindia.in">bmghymstc@mstcindia.in</a>	+91 8592888286

MSTC Technical Help Desk: **0361-2221199**

**(B) System Requirements:**

- Windows 7 or above Operating System
- IE-7 and above Internet Explorer
- Signing type digital signature



d) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system to disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode if enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".

**(C) Other Settings:**

- 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 [www.mstcecommerce.com](http://www.mstcecommerce.com) once).

**(D)** Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.

The Technical Bid and the Financial Bid will have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) Bids will be opened electronically on the specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

2. **Special Note towards Transaction Fee:** 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.

3. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

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

4. Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration with MSTC portal. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).

5. **e-Tender cannot be accessed after the due date and time mentioned in NIT.**

**6. Bidding in e-Tender:**

a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Tender fees and 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 [www.mstcecommerce.com](http://www.mstcecommerce.com) → e- procurement → Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit.

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 be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical 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 documents. Multiple 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 to everybody else.

i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

l) 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 of the tender.

m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

n) 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.

o) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

p) No deviation to the technical and commercial terms & conditions are allowed.

q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for



the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. 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 reasons thereof.

r) The bid will be evaluated based on the filled-in technical & commercial formats.

s) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

t) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome/rbi> to familiarize them with the system before bidding..

### **Important Note**

1. THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RBI FOR SUCH WORKS GIVEN BELOW UNDER THE CATEGORY UP TO **₹5 Lakh- ₹10 LAKHS** ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.
2. In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities given in Part-I of the tender.

**Place:**  
**Date:**

**Signature of Tenderer with name, & seal**  
**Address:**  
**Phone:**  
**E -mail:**



## Section II

### Articles of Agreement

The service contract is made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, having its Office at Station Road, Guwahati-781001 (hereinafter called 'the Employer') of the one part and M/s \_\_\_\_\_ (hereinafter called the 'Contractor') of the other part.

WHEREAS the Employer is desirous of carrying out Annual Maintenance Contract of **Plumbing & Sanitary works/installations in Reserve Bank of India, Main Office Premises, Station Road, Guwahati-781001 as indicated in the work order:**

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

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

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

#### **B. Services to be rendered by the Contractor:**

The contractor shall:

- Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works as specified in the tender document.
- Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose



of rendering the services required by the Bank/ employer under the agreement.

- Ensure that all persons employed by him, for the purpose for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- Personally and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors' obligations.
- Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- Supply dress to the workmen with the name of the firm mentioned on the uniform. In addition, identity cards to be provided to his/ her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times while they are working in the Bank's premises.

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

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

- a) In the opinion of the Bank (which shall not be called into question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- b) The contractor commits a breach of any terms and conditions of this agreement and/ or
- c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
- d) There is any variation in the ownership/ partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

2. In the event of termination of this agreement for any reason whatsoever, the



contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

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

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

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

**F.** The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

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

#### **H. Non-Disclosure Clause**

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."

**I.** Rates quoted by the bidder should be in accordance with the provisions in Contract Labour (Regulations & Abolition) Act, 1970 and Minimum wages Act, 1948. Wages to be paid include all basic wages, VDA and all other allowances required under law e.g. bonus, PF, ESI etc. Hence, rates should be quoted including all components. **Bids with rates below the latest minimum wages prescribed by Government of India will be summarily rejected.** The bidder shall ensure payment of minimum wages to the workmen employed by them through NEFT to their bank account/s and shall maintain a register of wages. The contractor shall issue a wage slip to every workman employed by them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential



amenities like drinking water, first aid facility etc. to their employees as per Contract labour (Regulation & Abolition) Act, 1970. Salary of the employees shall be disbursed only through NEFT to their bank account and no cash payment by the company/ firm shall be made to its employees.

**J.** The contractor should submit a certificate to the effect that he has actually paid all dues of the laborers of all descriptions engaged by him for completion of the awarded job/ work/ project at the rate which is not less than the one prescribed by Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

**K.** All payments by the Employer under this Contract will be made only at Guwahati.

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

**M.** 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.

**N.** The term "Architect" in the said conditions shall mean Assistant General Manager, Estate Department, Reserve Bank of India, Guwahati and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

**O.** The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

**P.** Sexual Harassment of women at work place

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

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.



- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

**Q.** The agreement and documents mentioned herein shall form the basis of the contract.

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

**Signature Clause:**

**Signed and delivered by Reserve Bank of India.**

**(Name and Designation) In the presence of:**

**Witnesses:**

1. \_\_\_\_\_  
**Address:**

2. \_\_\_\_\_  
**Address:**



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

**(Name and  
Designation) In the  
presence of:**

**Witnesses:**

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

**Address:**

**2.**

\_\_\_\_\_

**Address:**





### **Section III**

#### **General Instructions to Tenderers and Special Conditions**

##### **3.0 Issue and Submission of Tender**

Tenders will be submitted by contractors who have experience in plumbing works including civil works.

**3.1** Tenderers are advised to submit tender on or before 02:00 PM on June 26, 2024. E-Tenders should be complete in all respects with all attachments / enclosures / annexures.

**3.2** If applicants desire to submit additional information, they may submit on their own letter head/ paper. Each page of the forms shall be signed and submitted.

**3.3** The tender shall be submitted within the stipulated time / date i.e., 02:00 P.M. on June 26, 2024

##### **3.4 Technical & Commercial**

**3.4.1** The tender consisting of scope of works as specified and documents and commercial terms and conditions.

**3.4.2** Tender submitted shall contain the following:

- (i) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- (ii) Any other technical information the tenderer wishes to furnish.
- (iii) Performance Guarantee as stated in the 'Memorandum'

**3.4.3** The Tenderers are advised to visit the "Bank's Main Office Premises, Station Road, Guwahati-781001 and acquaint themselves of the site conditions before tendering.

**3.4.4** The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.



### 3.5 Price

- (a) This part shall contain prices in Indian Rupees only as per format both in figures and words. Change of terms and conditions and technical deviations, if any, found in the tender will not be taken into account and will be treated as null and void.
- (b) The tenderer must use only the forms issued by the Bank to fill in the rates. The tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (c) Rates should be quoted both in figures and words in columns specified. No request for any change in rate or conditions after the opening of the tender will be entertained.
- (d) The rates quoted shall be based on the Annex-D of tender and shall be firm and binding without any escalation whatsoever till the end of the period of contract.
- (e) For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be acceptable.

#### **Security Deposit:**

- a) The EMD amount submitted by the successful bidder will be retained by the Bank towards security deposit. However, if the successful bidder is an Udyam registered MSE firm, then the successful bidder has to submit an amount equal to EMD (2% of contract value) amount within 10 days from the date of issuance of work order through NEFT (A/c No. 8692299 & IFSC Code: RBIS0GWPA01). This amount will be retained by the Bank as security deposit. The amounts retained by the Employer shall not bear any interest.
- b) Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.

### 3.6 Opening of Tender

The tenders will be opened from **03:00 P.M. on June 26, 2024.**

### 3.7 Broad Scope of Work

#### 3.7.1 The scope of work shall include the following:

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

- 1. Making available the services of staff for maintenance of Plumbing & Sanitary works in the Bank's Main Office Premises at Station Road, Guwahati-781001.**  
The charges quoted shall be for deputing experienced and well-dressed staff to the Premises as per the schedule given in 3 (i) of Section VI (Detailed Scope of work) generally for 8 working hours working as per timing to be mutually agreed upon as decided by the Bank (excluding 1/2-hour lunch break). One day of weekly paid holiday to be given to all the workers with an alternative arrangement. However, for the emergency works, the staff have to continue to work till the emergency work is over.
- 2. The plumbing staff should report to the caretaker/Junior Engineer of the respective property.**



3. The charges quoted should include wages to staff, conveyance charges, providing and maintenance of kit containing all tools related and necessary to execute the work, cleaning materials like nylon brush, broom, detergent, toilet cleaner, soft cloth etc. required for the work, incidental charges and contractors profit and overhead and taxes as may be levied by statutory authorities.
4. **The scope of services to be rendered under the contract shall broadly include the following items of work and rate shall be include :-**
  - a. **In addition to the day to day maintenance work of plumbing & sanitary, it is also necessary to attend all the complaints received from Caretaker / Bank's Engineer to avoid any inconvenience to the occupants.**
  - b. **Reporting faults to the respective manufacturers/firms who are maintaining other equipment like, pumps, etc. which are under separate AMC with the Bank and ensure that the technicians/engineers of such AMC holders carry out the required work for setting right the various equipment.**
  - c. **Liaison with local authorities' water supply, drainage and sewage system etc. for reporting failures in case of emergencies.**

The entire work shall be carried out as per the specification as mentioned and as directed by the Engineer in charge of the Bank

5. The rate quoted shall also include
  - a. Necessary adhesive, nails, cotton waste, screws, adhesive tape, washers for CP fittings etc.
  - b. Work shall also be carried out at all height; no extra payment shall be paid for scaffolding for normal maintenance works etc.
6. **Payment to contractor shall be made on Quarterly basis. If the contractor fails to attend to the works properly as per the instructions of the Bank**



**for carrying out necessary corrections within a reasonable period as specified, the Bank, at its discretion shall get the work done and deduct the amount from the bill of contractor and terminate the contract without assigning any reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may be.**



### 3.8 Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

### 3.9 Lowest Tender Not Necessarily to Be Accepted

- 3.9.1 The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.
- 3.9.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender

### 3.10 Terms of Payment

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

**a) Payment shall be made on quarterly basis. A statement for material consumed shall be prepared separately, by mentioning the complaint No., location, and description of work and occupant's signature after successfully completing the work (call sheet sample shall be issued by the Bank) and a statement showing payment of minimum wages with signature of labour.**

### 3.11 Taxes

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

### 3.12 Insurance

The successful tenderer shall take "Contractor all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in contractors all risk policy shall be minimum Rs 2.00 lakh per person for any one accident or occurrence and Rs 5.00 lakh in respect of damage to property for any one accident or occurrence.

**Note:** These policies shall be valid till the completion of the contract. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.



### 3.13 Signing of Contract Agreement

- 3.13.1 The General instructions to the tenderers and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- 3.13.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 3.13.3 The tender submitted on behalf of a firm shall be signed by the authorized signatory/all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.13.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- 3.13.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

### 3.14 Language

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

### 3.15 Right to Accept Part Tender

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

### 3.16 Other Issues

The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's Engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit



the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

- a. Workers are not allowed to stay at site.
- b. Outgoing of all the serviceable materials shall be as per Bank's Security rules.
- c. The material shall be got approved before putting to use. Any rejected material shall be immediately removed from the site

**3.17** The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

**3.18** The rates quoted in the tender shall include all charges.

**3.19** The successful tenderer is bound to carry out all the works based on Standard Approved Rates (SARs) or at reasonable rate approved by the Bank.

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

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

CCA: Current Contract Amount

NCA: New Contract Amount

$$NCA = CCA + ((CPIC - CPIP) / CPIP) \times CCA$$

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

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

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

Witness

Signature of tenderer

Address

Address

Date

Date



### Safety Code

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





### **Electrical Safety**

1. All the workers, supervisors should wear proper PPE (Personal Protective Equipment) while carrying out the works in the premises. Electrical Safety shoes & safety helmet is compulsory, otherwise, the work / respective workers shall not be allowed to do the work.
2. The electric power required for the work can be drawn from the supply available at site. The contractor has to make his own arrangements to take the supply to the requisite position. It will be ensured by the contractor, that such arrangements should include suitable length electric cables / extension board with proper ELCB/RCCB/RCBO (Earth Leakage Protection Device) equipment. Preferably joints should be avoided, and if compulsorily needed, all the required joints shall be properly insulated. It will be ensured by the contractor that the entire work site is properly illuminated at all time when the work is in progress. All the electrical related works shall be carried out by an authorised electrician. Wired light fittings should not be taken to inaccessible areas like above false ceiling etc. and instead of that portable battery operated charging lights shall be used
3. Necessary barricading and signage boards in good qty shall be fixed at proper locations of the work site.
4. Inverted V type signages shall be kept showing “Under Maintenance – Estate Department” whenever maintenance works go on for the lifts, electrical panels etc.
5. All the works including AMC works should have insurance policies and shall be properly maintained.
6. Do’s & Don’ts in terms of Electrical safety to be shared to all the workmen.
7. Contractors should have periodical briefings (pep talks) with their workers about electrical safety.
8. Aluminum / steel ladders should have proper rubber insulation on its legs. And if required, these ladders shall be kept on electrical safety rubber mats and then use them to prevent electrical shocks.
9. Industrial safety training including electrical safety for construction/renovation works, Office premises etc., may be given periodically to the contractors, workers, technical & General staff etc by the professionals / experts i.e. L&T training center etc.



## Section IV

### The Conditions Hereinafter Referred To

#### 4.1 Interpretation Clause

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

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



deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer.

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

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



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

#### **4.2 Scope of Contract**

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

#### **4.3 Schedule of Quantities & Agreement**

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

#### **4.4 Contractor to provide everything necessary at his cost**

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

- 4.4.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws.
- 4.4.2 The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
- 4.4.3 The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.



#### **4.5 Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the SAR (plumbing items) and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

#### **4.6 Dismissal of Workmen**

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

#### **4.7 Access to Works**

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

#### **4.8 Assistant Manager (Tech)/Manager (Tech)**

The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

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

#### **4.9 Assignments and Sub-letting**

4.9.1 The whole of the works included in the Contract shall be executed by the



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

- 4.9.2 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

#### **4.10 Sufficiency of Schedule of Quantities**

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

#### **4.11 Defects during contract period**

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



#### **4.12 Insurance in respect of damage to person and property**

- 4.12.1 The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- 4.12.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- 4.12.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.
- 4.12.4. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising there from.
- 4.12.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.



#### **4.13 Failure by Contractor to comply with Employer's instructions**

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

#### **4.14 Termination of Contract by the Employer**

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

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

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

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

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

Or if the Employer determine that the Contractor

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





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

#### **4.15 Termination of Contract by Contractor**

- 4.15.1 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.
- 4.15.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

#### **4.16 Matters to be finally determined by Employer**

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



#### **4.19 Settlement of dispute by arbitration**

All disputes and differences of any kind whatever out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the contract and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter, question or dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of arbitrators suggested by the Employer. The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrator or the arbitrators as the case may be.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators as the case may be, is given abide by the decision of the Architect and no award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Architect's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.



#### 4.21 **Employer entitled to recover compensation paid to workmen**

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

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

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

**4.23 Debarment / Disqualification:** A bidder is liable for debarment / disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
  - (i)
    - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
    - b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
    - c. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
    - d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
    - e. Any financial or business transactions between the bidder any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
    - f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.



- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- i. Failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or being debarred by any public procuring institution / entity.
2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide by the terms of the tender, etc.

If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

#### **4.24 Marginal Notes**

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

**SECTION V****Commercial Conditions**

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms</b>	<b>Acceptance of Bank's terms (YES/NO)</b>
1	Validity of tender	90 days	
2	EMD	₹14,280/- (Rupees Fourteen Thousand Two Hundred and Eighty only)	
3	Terms of payment	Payment shall be made on Quarterly basis after submission of bill with supporting documents.	
4	Technical /commercial specifications	As per specifications in the tender	
5	Acceptance for supply of materials/ fittings/ fixtures	At Bank's Standard Approved Rates (SARs) or at reasonable rates approved by the Bank based on actual purchase cost plus 15% OH & profit.	
6	Insurance Clause accepted	Clause 4.12 Section -IV: Conditions Hereafter Referred to	
7	Payment on submission of bill	On Quarterly basis	

Place:

Signature of contractor with seal:

Date:

Address with contact nos.



## **SECTION VI**

### **DETAILED SCOPE OF WORKS**

**1. Area of work:** Bank's Main Office Premises at Station Road, Guwahati – 781001. This work is the plumbing for the premises which includes all types of routine, preventive, periodical maintenance works.

**2. Details of Manpower-** Contractor shall deploy one Plumber and one Helper with active mobile phone available at site for taking instruction from Bank's officials / colony caretaker and responsible for all the properties / works within this contract. Further, minimum manpower deployment for Bank's premises is as under-

- |  |        |
|--|--------|
| (a) Experienced plumber (6 days in week) | 01 No. |
| (b) Helper to plumber (6 days in week)   | 01 No. |

#### **Note:**

- i. All labours should report to the caretaker/Junior Engineer of the respective property at the time specified by the Bank's Engineer. All labours and supervisor should report to the colony caretaker/Bank's officials, the working hours shall be 8 working hours (excluding 1-hour lunch break), 6 working days in a week (one paid off per week), the working hours shall be mutually agreed. In emergency circumstances, the workers will have to continue to work till the emergency is over. The weekly holiday should be given to the workers with an alternative arrangement in consultation with Bank's Engineer. Contractors shall maintain a record of payment to their workers and shall submit along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages.**
- ii. Electricity and water shall be given to agency at nearest available point free of cost by the Bank but all the other arrangements have to be made by the contractor at their own.**
- iii. Agency is required to give prompt service. Contractor shall complete the complaint lodged in complaint book preferably complete in same day or next day. However, for major plumbing / sanitary work, agency shall complete the job as directed by the Bank. In case of inordinate delay beyond the stipulated time, Bank has a right to levy a penalty for each unattended complaint.**
- iv. Fittings/ fixtures and other materials will be as per the Bank's SARs (Standard Approved Rates) or at reasonable rate approved by the Bank.**
- v. In case of any person is found giving poor workmanship, disobeying instruction of the Bank and misbehavior etc., the agency will replace such person(s) from the work as directed by the Bank.**
- vi. Contractor should include cost of additional manpower, if any required to attend the preventive/periodic maintenance works as indicated in the scope of work.**



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

**(A) Plumbing and Sanitary**

- a) Removal of blockage in soil waste line, gully/nahani traps, manholes, inspection chambers, bottle traps, sinks, wash hand basin, urinals, water closets and the removal of debris outside the Bank's Premises without any cost. During the removal and re-fixing of the connecting pieces, taps, stop cocks, valves or any other CI fittings such as Eye Plug etc. are required, the same shall be replaced without any extra charges.
- b) Replacement of washers including the cost of washers for bib taps, pillar taps, stop cocks, rubber gaskets for flushing cisterns and plunger washers for low level flushing tanks without any extra charges.
- c) Repairing of flushing systems CI/PVC/any other make porcelain, including removal of siphons, balls, float valves, provision of cotter pin plunger washers, nut and bolts for siphon, 'S' hooks, for the Ball-cock etc. including removal and re-fixing of taps with new accessories of appropriate sizes as per Bank's SARs or at reasonable rate approved by the Bank and making flushing tank in working condition.
- d) Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, boilers, coolers, elect. gadgets, whenever such elect. gadgets are required to be replaced/repared.
- e) Cementing of joints of various drainages lines, gaps between wash basins, sinks and that of 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.
- f) Disconnecting and reconnecting suction and delivery connection 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.
- g) Cleaning of sewer lines once in 6 months inside the Premises up to Municipal Manhole (including removal of debris, sludge etc. from the line/ chambers and also out of the Premises).
- h) 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, grating and any other fixtures and fittings as existing in the properties including removal of existing fittings/fixtures without causing any damage. Grouting of new wooden gutties in cement mortar and re-fixing with new screws; removing where necessary.
- i) All installations will be routinely checked and preventive maintenance will be provided whenever necessary.



- j) The complaints registered by the resident in the complaint book maintained with the Caretaker will be routinely checked daily and all complaints will be attended promptly. After satisfactory completion the signature shall be obtain from respective resident or their representative.
- k) Fittings/ fixtures and other materials will be as per the Bank's SAR or at reasonable rate approved by the Bank.
- l) The submission of bill as per the schedule of quantity of sanitary and plumbing work
- m) Removal of the debris due to the plumbing work.
- n) The plumbing/sanitary installations in the vacant flat to be inspected on half yearly basis and report to be submitted.
- o) Cleaning and inspection of Underground and Overhead water tanks as well as water coolers every 6 months preferably in September/October and March/April
- p) In addition to the aforementioned work, the following jobs too need to be performed by the contractor
  - a. Cleaning of storm water drain, mouth of water pipe on terrace etc. shall be cleaned before onset of monsoon
  - b. Flushing of main water supply line, flushing of down take waste line and flak removal once in three years

**B) The following Registers shall be maintained by the Contractor at colonies**

- a) Attendance register
  - b) Routine/preventive/periodic maintenance work register
  - c) Any other log books as directed by Engineer In charge
- i. Above registers shall be inspected by Estate Department officials for their verification.
  - ii. Contractor should ensure provision of all essential tools to his staff for day to day maintenance & emergency.
  - iii. Contractor should ensure provision of all safety equipment's, material to his staff.
  - iv. Contractor should ensure provision of **uniform, safety shoes, gloves, umbrellas, torch, Mobile phone etc.** to his all staff.
  - v. Provide necessary training to his staff on quality, safety & technology.
  - vi. If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.
  - vii. Service / Maintenance Report/Call Sheet should be maintained in each case and should be submitted duly countersigned by the Supervisor & user/ complainant while submission of Quarterly bill. Report should contain the following details:
    - a) Time of call
    - b) Time of report
    - c) Time of restoration
    - d) Nature of failure
    - e) Probable cause
    - f) Action taken
    - g) Components replaced, if any.
  - viii. RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending upon site requirement for execution of the work mentioned





in the scope of work without any additional cost.

**ix.** The list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy operation of the system concerned and for the satisfaction of the occupant/complainant will be considered in part of scope of work.

**x.** The contractor's workforce should attend to the breakdown call immediately. Major/minor complaints shall be attended immediately, and no extra payment will be made for same. The Firm has to depute sufficient Staff/Technicians on Sunday/Bank holidays, if Bank desired & or In case of emergency/for very essential work/breakdown etc., without extra charges/payment.

**xi. Penalty** :- In case the duty Labour/s fails to turn up for work, proportionate recovery for the number of days of absence as per the paid salary (of that Labour) towards each Labour's absence (for minimum 2 hours) **plus** charges paid by the Bank to engage outside agency to attend the complaint/s will be recovered from the Quarterly bill of the contractor to whom the Bank awarded the AMC contract.

**xii.** The contractor shall furnish bio data along with the copy of Govt. approved ID card, recent passport size photograph, mobile no. etc. of the person deployed for the work in the residential colonies. In case of absence of regular technician/semi-Skilled Technician, the alternate person shall be authorized by the contractor to carry out the maintenance work in the residential colonies with the contractor's signature duly authenticated. The Contractor will be required to work after obtaining necessary entry pass issued by the competent authority as appointed by the employer. All such staff should have photo identify cards with address, duly signed by the authorized signatory of the Contractor. The contractor shall get the Police Verification done for all workmen.

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

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

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

**xvi.** Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Bank's Residential colonies. Proper insurance cover for all the laborers posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period. Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract within seven days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

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



Work type	Required Certification	Minimum Skill Requirement
Plumbing/Sanitary Maintenance work	Plumber	Skilled
	Helper	Unskilled

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

**Note:**

Contractors are advised to quote their rates after the colony visit confirming to the conditions and the detailed scope of work of tender.

Date:

Signature of contractor with seal & stamp

Place:

Address with contact Nos.:



## **SECTION VII**

### **SPECIAL INSTRUCTIONS TO THE TENDERER**

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



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



16. Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the Contractor. The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.
17. The Contractor shall make their own arrangements for storing of their materials at site. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank
18. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work
19. The Contractor shall keep the Bank indemnified against all claims, if any.
20. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labourer will have to comply with the security regulations of the Bank.
21. Wearing of uniform: Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose at their own cost.
22. Incomplete tender may not be considered for further processing.
23. **List of Documents to be submitted along with Quarterly Bill:** Copy of following documents for a particular month duly certified by the contractor /supervisor to be submitted along with Quarterly bill for payment:
  - i. Copy of Attendance Register
  - ii. Declaration for compliance of Contract labour Act & Minimum wages Act.
  - iii. A statement showing payment of wages made with signature of labourer.
  - iv. GST declaration
  - v. Statement showing the various preventive maintenance works done.
  - vi. Any other log books/document as directed by Estate Dept. In charge.

Place :

Date :

Signature of Contractor with seal

DRAFT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped as Security Bond)

\_\_\_\_\_

In consideration of Reserve Bank of India, Guwahati (hereinafter called “the Reserve Bank”) having agreed to exempt M/s \_\_\_\_\_ (hereinafter called “the said bidder”) from the demand under the terms and conditions of the tender for “**Annual Maintenance Contract of Plumbing & Sanitary works/installations in Reserve Bank of India, Main Office Premises, Station Road, Guwahati**” (hereinafter called “the said tender”) of Earnest money for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of a Bank Guarantee for Rs. ----- . We (hereinafter referred to as “the Bank”) do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank of India to the extent of Rs. ----- against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said bidder of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of Rs. ----- within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India notwithstanding any dispute that may exist or arise between the Reserve Bank of India and the bidder or any other person.

We, \_\_\_\_\_, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank certifies that the terms and conditions of the said tender have been fully and properly carried out by the said bidder and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of \_\_\_\_\_ or till such extended period required for completion of the entire work at the request of the bidder and/or the Reserve Bank of India.

We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.



Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ Our guarantee shall remain in force until 6 months or such extended date, which may be granted by us at the request of the bidder, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filled against us within \_\_\_\_\_ thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of the Contractor:**



**Annex – A**

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

**1. DECLARATION**

I, Shri/Smt. ....being the owner/proprietor of..... (name of the firm/establishment), an enlisted vendor of Reserve Bank of India, Guwahati, do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act,1970 and Minimum Wages Act,1948 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workers/ labourers engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

Signature with

date: Name:

Seal:

\_\_\_\_\_

**2. GST DECLARATION**

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

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

**Signature**

**Date  
Seal**





**Annex B**

**Call Sheet for Plumbing maintenance work at G.S. Road Colony** \_\_\_\_\_

Name of the Contractor: \_\_\_\_\_

Complaint no. : \_\_\_\_\_ Date: \_\_\_\_\_

Flat No. : \_\_\_\_\_ Name of the Occupant: \_\_\_\_\_

Nature of the Complaint:

Actual work carried out:

1) \_\_\_\_\_

1)

2) \_\_\_\_\_

2)

3) \_\_\_\_\_

3)

Detail of Replacements, if any

Date & time of work attended: \_\_\_\_\_

Job completed to my satisfaction and item as mentioned actually used.

Name & Signature of Occupant: \_\_\_\_\_

List of old replaced material handed over to Caretaker:

\_\_\_\_\_

Signature of Contractor  
officer (maintenance) With Date

Signature of Caretaker/Security  
with Date

**Proforma for preventive maintenance works**

Sr. No.	Particulars	Whether attended or not	Whether working satisfactorily or not	Remarks
1	Cleaning of man hole chambers <b>twice a year.</b>			
2	Cleaning of sewer lines including removal of sludge from manholes at least <b>twice a year</b> or earlier, as per site conditions.			
3	Operating and servicing all types of valves <b>twice a year.</b>			
4	Cleaning of water tanks including filtration unit <b>twice a year.</b>			
5	Cleaning of water logging area <del>as and when required.</del>			
6	Maintaining water meter register or any other registers prescribed by the Bank on daily basis			

Signature of Contractor  
(maintenance) With Date

Signature of Caretaker/Security officer  
with Date



**Annual Maintenance Contract of Plumbing & Sanitary works/installations in Reserve Bank of India, Main Office Premises, Station Road, Guwahati**

**Un-priced schedule of Quantities**

Sl. No	Description of work	No.	Unit
1.	<b><u>Sanitary &amp; Plumbing Annual Maintenance work (5 days in a week):</u></b>		
	Providing and making necessary arrangement to attend the sanitary & plumbing related routine / periodic / preventive maintenance works by engaging minimum one experienced plumber and one helper for Main Office Premises to attend routine / preventive / breakdown plumbing / sanitary complaints & maintaining the installations in serviceable, clean and hygienic conditions for proper habitation of Bank's Office premises. The rate shall also include all types of consumables e.g., cost of washers of bib cock / angle cock / flush cock, teflon tape and all the tools & plants, etc., as required at site including the necessary conveyance charges required to attend the complaints received from the occupants of Main Office Premises, etc. all complete as required at site as directed by the Bank's Engineer-in-charge.		
	Skilled labour (as per CLC rates)	1	No.
	Unskilled labour (as per CLC rates)	1	No.
	<b>Labour cost per year ----(I)</b>		
2.	<b><u>Cleaning of sewer lines</u></b>		
	Cleaning of sewer lines once in 6 months inside the Premises up to Municipal manhole (including removal of debris, sludge, etc. from the line / chambers and also out of the Premises). Periodic cleaning of sewer lines / manholes, etc. including cleaning up the debris / dust / stain generated from the maintenance / repair work by deploying additional manpower as and when required.		
	Total Charges for carrying out the work Twice a year ( <b>Lump sum</b> )----- (II)	Lump sum	
3.	<b><u>Water Tank cleaning by manual / mechanical means</u></b>		
	Cleaning and inspection of underground and overhead water tanks as well as water coolers every 6 months preferably in September / October and March / April.		
	Total charges for carrying out the work Twice a year ( <b>Lump sum</b> )----- (III)	Lump sum	
4.	Add for T&P and for provision of logbooks, maintenance schedule formats, work diaries, mobile phone, insurance, transportation for workmen, police verification, etc. @ 2% of A (yearly)		
5.	Add for uniform (2 sets per person) for 2 persons (One time / year)	Lump sum	
6.	Add for a pair of shoes for 2 persons (one time / year)	Lump sum	



A.	Total for one year		
B.	Add P.F. contribution @12 % on (I) (wherever applicable)		
C.	Add ESIC contribution of Workmen Compensation Policy @ 3.25% on (I) (wherever applicable)		
	<b>Total including GST (in figures) ₹</b>		
	<b>Total including GST in words (Rupees)</b>		

**Note:**

- i) The bidders are advised to quote the wages of the labour (skilled / unskilled) must be in accordance with the prevailing minimum wage rate or as per the extant guidelines issued by CLC from time to time.
- ii) In case of any revision of CLC rates or any other statutory rates/charges issued by the competent authority, the same will be covered by the Bank.
- iii) In case of the non-submission of Insurance policies as per the Tender conditions, the Bank will obtain the policy and recover the charges/ premium amount from the bill submitted by the vendor.

**Part- II (Financial Bid)****Bill of Quantity**

Sl. No	Description of work	No.	Unit	Price (₹)
1.	<b><u>Sanitary &amp; Plumbing Annual Maintenance work (5 days in a week):</u></b>			
	Providing and making necessary arrangement to attend the sanitary & plumbing related routine / periodic / preventive maintenance works by engaging minimum one experienced plumber and one helper for Main Office Premises to attend routine / preventive / breakdown plumbing / sanitary complaints & maintaining the installations in serviceable, clean and hygienic conditions for proper habitation of Bank's Office premises. The rate shall also include all types of consumables e.g., cost of washers of bib cock / angle cock / flush cock, teflon tape and all the tools & plants, etc., as required at site including the necessary conveyance charges required to attend the complaints received from the occupants of Main Office Premises, etc. all complete as required at site as directed by the Bank's Engineer-in-charge.			
a	Skilled labour (as per CLC rates) – per year	1	No.	
b	Unskilled labour (as per CLC rates) – per year	1	No.	
2.	<b><u>Cleaning of sewer lines</u></b>			
	Cleaning of sewer lines once in 6 months inside the Premises up to Municipal manhole (including removal of debris, sludge, etc. from the line / chambers and also out of the Premises). Periodic cleaning of sewer lines / manholes, etc. including cleaning up the debris / dust / stain generated from the maintenance / repair work by deploying additional manpower as and when required.			
	Total Charges for carrying out the work Twice a year ( <b>Lump sum</b> )	1	Lump sum	
3.	<b><u>Water Tank cleaning by manual / mechanical means</u></b>			
	Cleaning and inspection of underground and overhead water tanks as well as water coolers every 6 months preferably in September / October and March / April.			



	Total charges for carrying out the work Twice a year ( <b>Lump sum</b> )	1	Lump sum	
4.	Add for T&P and for provision of logbooks, maintenance schedule formats, work diaries, mobile phone, insurance, transportation for workmen, police verification, etc. @ 2% of A (yearly)	1	Lump sum	
5.	Add for uniform (2 sets per person) for 2 persons (One time / year)	1	Lump sum	
6.	Add for a pair of shoes for 2 persons (one time / year)	1	Lump sum	

Note:

1. The bidders have to submit the bid via online mode only through MSTC NEW COMMON PORTAL.
2. In MSTC Portal, bidders are required to submit the Total Amount for each of individual items (including GST and any other applicable taxes & charges).
3. Bidders are advised to not to quote the amount in this document. All amounts must be quoted online in MSTC Portal. All the items in the charts are shown as representational purpose only.