



## Notice Inviting Tenders

1. E-tenders are invited for '**Maintenance Contract for Disinfection / Sanitisation of surfaces for COVID 19 in all floors in Bank's Central Office Building, Reserve Bank of India, Mumbai.** The estimated cost of the work is ₹ 9.83 lakhs (inclusive of GST).
2. Tender (Part I and II) will be available from 19.11.2020 to 10.12.2020 at MTSC website. The duly filled in tender documents should be uploaded on MSTC website before 02.00 PM on 10.12.2020.

### Important information

a. E-tender No.	RBI/Central Office/Premises Department/ /20-21/ET/
b. Name of work	<b>Maintenance Contract for Disinfection / Sanitisation of all floors for COVID 19 in Bank's Central Office Building, Mumbai.</b>
c. Mode of Tender	e-Procurement System (Online Part I and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> ). Guidelines for e-tender has been provided.
d. Date of NIT available to parties to download	<b>11.00 Hrs on November 19, 2020.</b>
e. Earnest Money Deposit	<b>₹. 19,700/- (inclusive of GST)</b> from each bidder
f. Last date of submission of EMD.	<b>Till 14:00 Hrs on 10/12/2020.</b>
g. Pre-Bid Meeting / Queries through e-mail	<b>Up to 15:00 Hrs on 26/11/2020.</b>
h. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	<b>15:00 Hrs on 02/12/2020.</b>
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>14:00 Hrs on 10/12/2020.</b>
j. Date & time of opening of Tender	Part I of the tender shall be opened at <b>15:00 Hrs on December 10, 2020.</b> Part II (Price Bid) of the tender of the qualified bidders shall be opened on a subsequent date which shall be communicated to the qualified bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.



**RESERVE BANK OF INDIA**  
**Premises Department**  
**Central Office Building**

**(Techno-Commercial Bid)**

**Maintenance Contract for Disinfection / Sanitisation of surfaces for COVID - 19  
in all floors in Bank's Central Office Building, Reserve Bank of India, Mumbai.**

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2. Tender (Part I and II) will be available from 19.11.2020 to 10.12.2020 at MTSC website. The duly filled in tender documents should be uploaded on MSTC website before 02.00 PM on 10.12.2020.
3. The firm should undertake to use the chemicals/ formulations which are permissible by the licencing/certifying authorities for the chemicals to be used for the work.
4. The firm should arrange for testing of chemicals as and when required by the Bank from any Government authorised laboratory at their own cost as per standard of Central Insecticides Board/competent authority.
5. Clarifications, if any, required may be obtained from P & S Cell / Premises Department, Central Office Building, Reserve Bank of India, Mumbai during working hours of the Bank.

## 2 Important information

a. E-tender No.	RBI / Central Office / Premises Department / / 20-21 / ET /
b. Name of work	<b>Maintenance Contract for Disinfection / Sanitisation of all floors for COVID 19 in Bank's Central Office Building, Mumbai.</b>
c. Mode of Tender	e-Procurement System (Online Part I and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> ). Guidelines for e-tender has been provided.
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f. Last date of submission of EMD.	<b>Till 14:00 Hrs on 10/12/2020.</b>
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k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

## 2.1 Guidelines for e-Procurement

Bidders are requested to read and understand the terms & conditions of this tender before submitting their online tender.

### **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 Techno-Commercial Bid as well as Price Bid will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**Special Note:** The Techno-Commercial Bid and Price Bid must be submitted on-line through [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.

### **Contact Persons (RBI - During Office Hours only):**

1. Shri Vijay Y Kadalge (022-22602638 / ([vykadalge@rbi.org.in](mailto:vykadalge@rbi.org.in)))

### **Contact Persons (MSTC Ltd – During Office Hours only):**

1. Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile-09987758430
2. Ms Archana, Asst. Manager- [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698
3. Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph- 022 22886268
4. Mr. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph-022 22822789 Google

- hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)  
5. Technical support staff – 022-22870471

**B) System Requirements:**

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature
- iv) 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”.

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)

The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Tenders will be opened electronically on 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.

**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. **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.

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

## **Bidding in e-tender:**

- a) Earnest Money Deposit for a sum of Rs. 19,700/- (Rupees Nineteen thousand and seven hundred only) shall be remitted to Bank Account of Reserve Bank of India on or before 15.00 Hrs on. The account details for NEFT / RTGS transactions are as follows.

**Beneficiary name:- Reserve Bank of India**

**IFSC code : RBIS0COD001**

**Account No.: 41869163273**

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

EMD of 19,700/- (Rupees Nineteen thousand and seven hundred only) in the form of Demand draft / an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form shall be submitted on or before the due date.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority in due course.

- b) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- a) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors

have to click on “save” to record the ‘Price Bid’. After both the ‘Techno-Commercial Bid’ & ‘Price Bid’ have been saved, vendor must click on the “Final submission” button to register the bids.

- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use ‘*Attach Doc*’ button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also 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.
- j) 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 the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) ‘Buyer’ reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

**No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender.** 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.

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



### 3 Form of Tender

To

**Smt. Mala Sinha  
Chief General Manager  
Premises Department  
Central Office Department  
Reserve Bank of India  
Mumbai.**

Madam,

Having examined the Specifications, scope of work 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, I/we hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with the Specifications, The instruction in writing referred to in Conditions of Tender, The Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

#### MEMORANDUM

(a)	Name of the work:	<b>Maintenance Contract for Disinfection / Sanitisation of surfaces for COVID 19 in all floors in Bank's Central Office Building, Reserve Bank of India, Mumbai.</b>
(b)	Period of Annual Maintenance Contract	Period Starts from December 15, 2020 to March 31, 2021. The contract may be extended beyond this period on the basis of satisfactory performance of the agency or terminated before the specified period subject to COVID situation.
(c)	Estimated Cost of the work	<b>₹ 9,83,000/- (inclusive of GST)</b>
(d)	Earnest Money	<b>₹ 19,700/- (inclusive of GST)</b>
(e)	Performance Guarantee	Successful contractor needs to submit, performance Bank Guarantee @ 5% of contract amount from any scheduled bank in the prescribed format, for

		ensuring satisfactory and effective disinfection treatment. The BG shall be valid during the contract period and shall be extendable for further period of contract on renewal of Annual Maintenance Contract.
(f)	Terms of Payment	Every month on satisfactory completion of the service and certification from the officials of Protocol and Security cell. The work will be carried out under the guidance and supervision of Protocol and Security Cell.

I / We agree to:

- Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here 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.
- I / we have deposited a sum of ₹ 19,700/- as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India.
- Our Bankers are: (Full Address)

(i)	
(ii)	

- Names of Partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

Signature of Contractor:

Signature, Name and Addresses of Witnesses:

01.-----  
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-----  
-----

02.-----  
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#### **4 Articles of Agreement (Proforma)**

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, between the Reserve Bank of India (hereinafter called: the "Employer") of the one part and (Hereinafter called "the Contractor ") of the other part.

WHEREAS the Employer is desirous of..... and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Reserve Bank of India.

AND WHEREAS the said specifications and the schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively herein after referred to as "the said Conditions") the work shown upon / described in the said Specification and include in the Schedule of Quantities at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

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

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor will upon and subject to the conditions annexed carry out and complete the Work shown upon the Contract and described by or referred to in the schedule of Quantities and in the said conditions.
- 2) The Employer will pay the Contractor the said contract Amount, or such sum as shall become payable, at the times and in the manner specified in the said conditions.
- 3) The said Conditions and Appendix thereto and the correspondence attached hereto 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 the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.
- 4) The original tender documents mentioned herein shall form the basis of this contract.
- 5) This contract is neither a fixed Lumpsum Contract nor a Piece Work Contract, but it is an item rate Contract for the complete work to be paid for according to actual as provided in the said Conditions.
- 6) The Employer reserve to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the

Tender quantities unless specifically approved in writing by the Bank's Authorities. The contract may be extended beyond the specified period or terminated before the specified period subject to COVID situation.

7) All payment by the Employer under this contract will be made only at Mumbai.

8) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same.

9) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these present and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hands to these present through its duly authorised officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/has caused these present and the said two duplicates hereof to be executed on its behalf. The day and year first hereinabove written. (If the Contractor is a Company).

Signature Clause:

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri

(Name & Designation)

In the presence of:

1. \_\_\_\_\_  
\_\_\_\_\_  
—

Address:

\_\_\_\_\_  
\_\_\_\_\_  
—

2)

\_\_\_\_\_  
\_\_\_\_\_  
—

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

Witness  
SIGNED AND DELIVERED by

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

The presence of:

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Witnesses

The COMMON SEAL OF \_\_\_\_\_

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

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

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

Director, who have signed these

Presents in token thereof in the  
presence of:  
of

If the Contractor signs under common  
seal, the signature clause should tally  
with the sealing clause in the Articles  
Association.

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

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

SIGNED AND DELIVERED by the  
the

If the Contractor is signing by  
hand of Power of Attorney,  
whether a company or an  
individual.

Contractor by the hand of

Shri \_\_\_\_\_

and duly constituted attorney.

## **5 Instructions to Bidders**

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in MSTC website under RBI Portal for the work of **‘Disinfection / Sanitisation of all floors for COVID 19 in Bank’s Central Office Building, Reserve Bank of India, Mumbai not later than 14.00 Hrs on 10/12/2020.**

1. The Bank discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers.
2. Part I (Techno-Commercial Bid) of the tender shall be opened at **15:00 Hrs on 10/12/2020**. Part II (Price Bid) of the tender shall be opened on a subsequent date, after scrutiny of the documents, submitted in support of the eligibility criteria for participating in the tender, which shall be communicated to the qualified bidders.
3. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
4. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions etc as laid down.
5. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
6. The vendors shall pay the transaction fee vide the procedures listed in **‘Guidelines for e-procurement’**.
7. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
8. **Earnest Money Deposit** for a sum of **₹ 19,700/-** shall be remitted to the Bank Account of Reserve Bank of India on or before **14:00 Hrs on 10/12/2020**. The account details for NEFT / RTGS transactions are as follows.

**Beneficiary Name:**

**IFSC:**

**Account No:**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded.



EMD may also be submitted **on or before 15:00 Hrs on 10/12/2020** in the form of Demand draft / Bank Guarantee in the format approved by the Bank at the **Premises Department, Central Office Building, Reserve Bank of India, Mumbai**. A tender which is not accompanied by such EMD will not be considered. EMD of the unsuccessful bidders shall be refunded / returned without any interest.

9. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The EMD submitted by the successful bidder shall be forfeited / invoked, in case he / they fail(s) to commence the work awarded to him / them within the prescribed time limit.
10. Within 10 days from the date of issue of Letter of Intent, by the Bank for having accepted the tender, the successful bidder shall also submit a **Performance Security Bank Guarantee for 5% of the accepted Contract Value**, valid for a period of the stipulated 'Contract Period', for due fulfilment of the contractual obligations by the contractor. The EMD paid by the successful bidder shall be released without any interest after successful execution of the contract agreement and submission of Performance Security Bank Guarantee for 5% of the accepted Contract Value as provided above, by the successful bidder. The Performance Security Bank Guarantee shall be released by the Bank on virtual completion of the work.
11. **The firm shall comply with all the requirements related to labour laws, minimum wage prescribed by the Government etc. and all rules and regulations etc. of the Government. Rates quoted by the firm should comply with the minimum wages prescribed by the Government from time to time. The successful contractor should submit the documentary proof of payment of the prescribed minimum wages.**
12. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money Deposit will be refunded to the bidder, if he / they are found not fulfilling the 'eligibility criteria' or if his / their tender is not accepted by the Bank, but without any interest. Under no circumstance Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
13. The successful tenderer shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, Third Party Liability Policy etc from an Insurance Company approved by the Bank, as per Clause 18 below.

14. On receipt of intimation from the Bank of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the draft 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.
15. The Contractor shall carry out all the works strictly in accordance with specifications in the tender, the chemical manufacturers' specifications and instructions of the competent authority of the Bank. All workers shall wear protective measure like PPE kit, face guard, hand gloves, mask, boot, etc required for the work.
16. A schedule of probable quantities in respect of each work and specifications accompany these documents. The schedule of probable quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank.
17. The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must 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.
18. **INSURANCE in respect of damage to person and property**: The contractor shall be responsible for all injury to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any of their employees. The liability under this clause shall be held to include inter-alia, any damage to structures whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as all damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other in clemencies of weather. The contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons including **COVID-19** pandemic or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the Employer and the Contractor ( the name of the former (RBI) being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do

delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain a "Workman Compensation Policy" until the completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former (RBI) being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs. 2 Lakhs per person for any one accident or occurrence and Rs 5 lakhs in respect of damage to property for any one accident or occurrence, subject to an overall ceiling of Rs. 10 lakhs.

The contractor shall also indemnify the employer against all claims which may be made upon the employer whether under the workmen compensation act or any other statute in force, during the currency of this contract or at common law in respect of an employee of the contractor or the subcontractor and shall be at his own expense effect and maintain until the completion of the contract with an insurance company approved by the employer a policy of insurance against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value including cover against **COVID-19**.

The contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep indemnified the employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from. Without prejudice to the other rights of the employers against Contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensations costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the

contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

19. The rates quoted in the tender shall include all charges before commencement as well as after completion, tools, equipment, (Water and electricity may be made available at the available sources within the Bank's Premises. However, conveying the same to required location(s) including required plumbing / electrical pipes / cables / wires, fittings / fixtures etc shall be at the risk & cost of the contractor) and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank's Engineer.
20. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority. The contract value will also be subject to TDS / TCS / TDS under G.S.T / Withholding Tax / any other tax, as per statutes.
21. The Contractor must bear in mind that all the works shall be carried out strictly in accordance with the Specifications in compliance of the requirements of the local Municipal and State / Central Government authorities time to time and to the requirements of the Bank and no deviation on any account will be permitted unless otherwise they are given in writing by the Bank.
22. The successful tenderer should make his own arrangement to obtain all materials time to time required for the work. The mixing / spraying shall be done with battery operated disinfectant sprayer machine. The materials as far as procurable shall be first / premium quality conforming to relevant Indian / international standards.
23. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto.
24. The rates quoted shall be firm during the period of the contract and may be extended on the basis of performance of the agency or terminated (before the specified period) subject to COVID situation. The work shall be carried out on Saturday / Sunday / Holiday, before / after office hours without any extra cost. The rate shall also be inclusive of cleaning glass panels, partitions, furniture on regular basis as and when required after treatment.
25. 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 of 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 Complaint 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 the Bank's employee, if sexual violence by the employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

**26. 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 or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice of him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfil the contract and to give security therefore, if so required by the Bank's Engineer.

**Or**

if the contractor (when and 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 hand and obtained.

**Or**

Shall charge of encumber this contract or any payments due or which may become due to the contractor hereunder.

**Or**

if the Bank's Engineer shall clarify in writing to the Employer that the contractor.

(i) Has abandoned the contract, or

- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen 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 from the Employer's written notice that the said materials or work were condemned and rejected by the Bank's Engineer 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 case the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been so determined, and as if the 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 plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workers in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the material and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the

contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his 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 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 be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

- (vi) Failure by the Bidder to meet deadlines for performance of services or failing to meet the standards required by the Bank in the performing of services.
- (vii) Change of ownership of the business of the Bidder.

27. **Termination of contract by contractor** : If this payment of the amount payable by the employer under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the contractor to the employer, or if the employer interferes with or obstructs the issue of any such certificate, or if the employer shall repudiate the contract, or if the works be stopped for three months under the order of the employer or by any injunction of other order of any court of Law, then and in any of the said cases the contractor shall be in 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.

28. **Settlement of Disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or arbitrators, as the case may be, 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 to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or arbitrators, as the case may be, shall make his or their 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 or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators as the case may be., who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank'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.

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

Date:

Signature of tenderer with seal.

Place:

Name and Address:



## 5.1 SAFETY CODE

1. There shall be maintained in a readily available place, First Aid appliance including adequate supply of sterilized dressings and cotton wool.
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 ground / floor.
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 the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or 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 shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
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 / chemicals etc shall be provided with protective footwear and rubber hand gloves.
9. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 metres from ground level.
10. (i) No paint / chemicals containing lead products shall be used except in the form of paste or readymade paint.  
(ii) Suitable PPE kits, facemasks, hand gloves, boots, etc should be supplied for use by the workers when the chemical is applied using spray guns.
11. Overalls 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 tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
14. Personal Protection Equipment (PPE) such as face masks, hand gloves, boots, etc shall be provided for the workers at the contractor's cost and the contractor shall ensure that the workers use the same while at work.

## 5.2 FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables / wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine, air compressors etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- vii. Used chemical / paint drums shall be stored in specified store only after closing them properly.
- viii. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials / waste / debris.
- ix. None of the fire extinguishers shall be removed / shifted from its designated location.
- x. Power supply shall be switched off from the mains when equipment is not in use.
- xi. Any dust / debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xii. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- xiii. All the electrical / mechanical / electro mechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

Date:

Signature of Contractor with seal

Place:

Name and Address:

## **6 Technical specifications and requirements for the work to be executed**

The scope of work covers the work of **‘Maintenance Contract for Disinfection / Sanitisation of all floors for COVID 19 in Bank’s Central Office Building, Reserve Bank of India, Mumbai** in accordance with specifications prepared by the Bank’s Engineer and to the satisfaction of the officials of Protocol & Security Cell.

### **6.1 Quality**

Materials to be used for the work shall conform to relevant Indian / International standards as far as procurable & best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down, with the requirements of the latest edition of the relevant Indian / International standards approved by the Bank’s Engineer.

### **6.2 Samples**

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the representative of Bank.

### **6.3 Scope of work:**

Bank’s Central Office Building is situated in the Mint Compound at Shahid Bhagat Singh Road, Fort, Mumbai 400 001. This has Ground plus 25 stories two basements and two services floors (i.e 26<sup>th</sup> & 27<sup>th</sup> floor). Area of each typical floor is about 7200 sft.

The sanitisation / disinfection of all the floors of Central Office Building including upper basement, lower basement, mezzanine floor, etc shall be carried out in order to minimise the risk of contamination, by surface spray through battery operated disinfectant spraying machine / in mist form through fogging machine using suitable chemicals in appropriate concentration / dilution as per manufacturers specifications in compliance of requirement of local Municipal authority (MCGM), State / Central government / World health organisation, time to time. All the surfaces in office space including conference room and high touch / frequently touch surfaces shall be sanitised / disinfected in consultation with Protocol and Security Cell. The exercise shall be carried once in every week on all floors of the building and once every day in 16<sup>th</sup> to 20<sup>th</sup> floors. The chemical used in disinfection shall be of the best quality available in the market and conform to the relevant Indian / international standards.

**Areas to be disinfected** – Office / working space in all floors of building, fire console room and telephone operator room in mezzanine floor, AC plant room, Guard room, substation room, wireman room, engineers room in upper basement, STP area in lower basement, parking area, common areas including lift lobbies, passage, etc in all floors of entire building and visitors porta cabin, entrance porta cabin, etc in the premises.

Date:

Place:

Signature of the Contractor with seal:

**Annexure I**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

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

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

**The Chief General Manager  
Premises Department  
Central Office Building  
Reserve Bank of India  
Mumbai**

Dear Sir / Madam,

**Name of Work:** .....

Ref: NIT / Advt. No.

Date:.....

**WHEREAS**

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

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

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

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

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

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that:

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ (six months from the date of scheduled completion of the work) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of \_\_\_\_\_  
Authorised Official (with seal)

Bank.

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

**Annexure II**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT / RETENTION MONEY**

(On Non-Judicial Stamp Paper of appropriate value)

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

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

**The Chief General Manager  
Premises Department  
Central Office Building  
Reserve Bank of India  
Mumbai**

Dear Sir / Madam,

**Name of Work:** .....

**WHEREAS**

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai (hereinafter called the "RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the

Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that:

- a. Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b. Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_
  - a. (Rupees \_\_\_\_\_ only).
- c. Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d. This guarantee shall remain in force up to \_\_\_\_\_ (six months from the date of scheduled completion of the work) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e. Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness hereof I/We of the Bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) (Year) being herewith duly authorised.

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

Signature of authorised Bank Official

Name:

Designation:

Stamp / Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

WITNESS 1

Signature:

Name:

Address:

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



**Schedule of Quantities. (Unpriced Bid)**

Item No.	Description of item.	Quantity.	Unit.
1.	<p><b><u>Sanitisation / Disinfection of surfaces in all floors of Office building:</u></b></p> <p>Sanitisation / disinfection of surfaces in order to control the risk of contamination of COVID 19 in all floors including upper and lower basements, mezzanine floor, inside the cabin, ground floor lobby, lift lobbies, external surrounding of the building, fire lane area, portico area, etc., of the entire building by surface spray through battery operated disinfectant sprayer machine / in mist form through fogging machine using suitable chemicals in appropriate concentration / dilution as per manufacturers specifications in compliance with requirement of local municipal authority, State / Central government, time to time for effective disinfection of specified area / materials. All the surfaces in office space including conference room, flooring, partition panels, workstations, furniture, etc. and high touch / frequently touch surfaces like elevator buttons, handrails, door handles, switches, keyboards, telephone instruments, etc. shall be sanitised / disinfected in consultation with Protocol and Security cell. The chemical / materials used in disinfection shall be of the best quality available in the market and conform to the relevant Indian / international standards. The workers shall wear all the protective gear like PPE kit, hand gloves, masks, face guards, boots etc required for the work. The rate shall include for all tools, equipment, PPE kit, etc. The equipment used shall be cleaned before and after the process. The work shall be carried out as per the Bank's requirement and in coordination with Caretaker and Security officer of Central office building.</p> <p><b>Areas to be disinfected</b> – Office / working space in all floors of building, fire console room and telephone operator room in mezzanine floor, AC plant room, police and Bank's guard room, substation room, wireman room, engineers room in upper basement, STP area in lower basement, watch towers, parking area, common areas including lift lobbies, passage, etc in all floors of entire building, cabins and staff entrance cabin, visitor porta</p>		

	cabin, security guard booth, Lift lobbies, ground floor lobby, external surrounding of building, etc in the premises.		
(a)	Entire Building - once in every week (one operation per week in entire building)	4 operations per month	
(b)	16 <sup>th</sup> to 19 <sup>th</sup> floor including Lift lobbies, ground floor lobby, external surrounding premises of building, etc – once on every working day (one operation per day in 4 floors)	22 operations per month	

Date:

Signature of the contractor:

Place:

Name & Address of the firm: