



Reserve Bank of India
Estate Department
Thiruvananthapuram

Tender for
Annual Service Contract for Maintenance of Plumbing & Sanitary
works/installations in Main Office Premises, Reserve Bank of India,
Thiruvananthapuram

Name of the Tenderer : _____

Address: _____

Date of Pre-bid meeting: 11.00 on March 04, 2021

Due Date of Submission: 14:00 on March 17, 2021

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RESERVE BANK OF INDIA
ESTATE DEPARTMENT
THIRUVANANTHAPURAM

NOTICE INVITING TENDER

NAME OF WORK: ANNUAL SERVICE CONTRACT FOR MAINTENANCE OF PLUMBING AND SANITARY WORKS/INSTALLATIONS IN MAIN OFFICE PREMISES, RESERVE BANK OF INDIA, THIRUVANANTHAPURAM

Reserve Bank of India, Thiruvananthapuram invites e- tenders for the captioned work from Bank's empanelled vendors/contractors under the said category of the work. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprochome/rbi>). All eligible empanelled vendors /contractors must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

a. Name of Work	Annual Service Contract for Maintenance of Plumbing works/Sanitary Installation in Main Office Premises, Reserve Bank of India, Thiruvananthapuram
b. Estimated Cost of the Work	₹ 8.10 Lakhs
c. e-Tender no	RBI/Thiruvananthapuram/Estate/398/20-21/ET/604
d. Mode of Tender	e-Procurement System (Online: Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
e. Date of NIT available to parties to download	17:00 Hrs on February 24, 2021
f. Pre-Bid Meeting	11:00 Hrs on March 04, 2021
g. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid	17:00 Hrs on March 04, 2021
h. Date of closing of online e-Tender for submission of Techno-Commercial Bid & Price Bid	14:00 Hrs on March 17, 2021
i. Date & time of opening of tender	15:00 Hrs on March 17, 2021
j. Transaction Fee	To be charged by MSTC Ltd. Payment of transaction fee will be through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

Amendments / Corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in any newspaper.

Regional Director
(Kerala and Lakshadweep)

Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting your 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

- 1) Vendors are required to register themselves online with 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 V Jayaraj (Assistant General Manager, Estate Department)
0471-278 3030/ (vjayaraj@rbi.org.in)
2. Shri Shiva Priyanth (Assistant Manager, Estate Department)
0471-278 3029/ (shivapriyanthkvp@rbi.org.in)

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

Name	E-Mail ID	Landline No.	Mobile No.
Smt.Lisbeth Harold Dias(BM)	lpaadickan@mstcindia.co.in	0471-2529137	09820158988
Shri Sudipta Kr. Khan, Manager	skkhan@mstcindia.co.in	0471-2529137	09742223713
Smt. Sajini Raghunathan, AM	ssathyadevan@mstcindia.co.in	0471-2529137	09400118353

Google hangout ID- (for text chat) - mstceproc@gmail.com

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 once)

The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online at 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) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) 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/eprochome to familiarize them with the system before bidding.

Vendors are requested to quote rates without GST in MSTC portal and the amount including GST will be automatically taken by the system. No change in quoted rates will be accepted.

Important Note

In the price bid(MSTC Portal) due to number of words limitation, 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 Schedule of quantities/Unpriced bill of quantities and other specifications/terms and conditions given in Part-I of the tender. For execution and rate purpose, the details given in various terms and conditions and Schedule of Quantities/Unpriced Bill of quantities in Part-I of the tender will be implemented.

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Section I
Form of Tender

Regional Director
Reserve Bank of India
Thiruvananthapuram - 695033

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 Service Contract for Maintenance of Plumbing & Sanitary works/installations in Reserve Bank of India Main Office Premises, Bakery Junction, Thiruvananthapuram
(b)	Estimated cost of the Work	Rs 8.10 lakh (April 01, 2021 to March 31, 2022)
(c)	Validity of quoted rates for Annual Service Contract for Maintenance of Plumbing & Sanitary works/installations in Reserve Bank of India Main Office Premises	One year (To be renewed based on satisfactory performance and mutual agreement for further period upto 2 years)
(d)	Mode of payment	Monthly(on submission of necessary documents as per the Tender)

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. **Successful Tenderer shall deposit EMD @2% of contract value by NEFT or by Demand Draft/ Bank Guarantee/ with the Reserve Bank of India**, which amount is not to bear any interest. The amount shall be released after completion of the Contract Period. Should we fail to execute the Contract as per the terms and conditions of the contract when

called upon to do so after bidding in MSTC portal or after award of work, EMD@2% of contract value from any of our bills shall be deducted. we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. Name of the partner of the firm

authorised 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]

Section II

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Thiruvananthapuram (hereafter called "The Bank") of the one part and _____ (hereinafter called "the Contractor") of the other part

WHEREAS the Employer is desirous of carrying out **Annual Service Contract for Maintenance of Plumbing & Sanitary works/installations in Reserve Bank of India Main Office Premises, Bakery Junction, Thiruvananthapuram 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) per year covering the cost of manpower for efficient rendering the maintenance services shall be payable on monthly basis subject to submission of bill/ invoice along with necessary documents specified in the Tender. 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. Bills for procurement of any materials other than those mentioned in the scope of the work/Tender shall be submitted separately along with purchase bills.**
- 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.

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

C. Termination of Agreement:

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

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

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

D. Stamp Duty

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

E. The contractor shall ensure payment of minimum wages to the workmen employed by them by credit to thier bank account/s(preferably by NEFT) and shall maintain a register of wages. 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 by credit to their bank account and no cash payment by the company/firm shall be made to its employees.

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 or to be in force during the contractor period in this regard. The Contractor only shall be responsible for liabilities, if any, in this regard.

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

H. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which 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. All payments by the Employer under this Contract will be made only at Thiruvananthapuram.

J. 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.

K. 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.

L. The term "Architect" in the said conditions shall mean Assistant General Manager, Estate Department, Reserve Bank of India, Thiruvananthapuram 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.

M. 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.

N. Non-Disclosure Clause

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

O. Sexual Harassment at work place (Prevention, Prohibition and Redressal)

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.

a) 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.

b) 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.

c) 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.

P.

The agreement and documents mentioned herein shall form the basis of this 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 duplicates 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:

Proforma of Bank Guarantee for Earnest Money Deposit(EMD)

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

Dear Sir,

Name of the Work: Annual Service Contract for Maintenance of Plumbing & Sanitary works/installations in Reserve Bank of India Main Office Premises, Bakery Junction, Thiruvananthapuram

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'Employer') has invited tenders for the **Annual Service Contract for Maintenance of Plumbing & Sanitary works/installations in Reserve Bank of India Main Office Premises, Bakery Junction, Thiruvananthapuram**, (hereinafter called "the said tender") on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ Only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Tenderer), who are our constituents to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of ₹ _____

(Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the 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 ₹ _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and

the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents 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 _____ (date of scheduled completion) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from the date under clause (d) above of any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Bank.

Authorized official (with seal)

(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. The necessary stamp duty shall be paid by the tenderer)

Proforma of Bank Guarantee for due fulfilment of terms and conditions of the contract

(On Stamp paper of appropriate value purchased in the name of issuing bank)

Place:

Date:

The Regional Director,
Reserve Bank of India,
Estate Department,
Thiruvananthapuram.

Dear Sir/Madam,

Name of work: Annual Service Contract for Maintenance of Plumbing & Sanitary works/installations in Reserve Bank of India Main Office Premises, Bakery Junction, Thiruvananthapuram

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to _____(Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns.

AND Whereas the Contractor is bound by the said contract to submit to RBI a Performance Security for a Total amount of ₹ _____(Rupees _____ only) for 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 RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (name of the Scheduled Bank) do hereby agree with and undertake to the 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 contractor, we shall on demand by the RBI, pay without demur to the RBI a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee amount for the due performance of the obligations of the Contractor under the said contract, provided,

however, that our liability against such sum shall not exceed the sum of ₹ _____
(Rupees _____ only)

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the
agreement of 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.

5. 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 Contractor or any other matters in connection therewith shall not discharge us
in any way and our obligation under this guarantee. This guarantee shall be discharged
only by the performance by the Contractor of their obligations and in the event of their
failure to do so, by payment by us of the sum not exceeding
₹ _____ (Rupees _____ only)

(b) Our liability under these present shall not exceed the sum of ₹ _____ (Rupees
_____ only)

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

(d) This guarantee shall remain in force up to ____ months from _____ 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 of our said herein.

(e) Our liability under this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. **Unless a claim or suit or action is filed against us within ____ months from that date under clause (d) above 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-over obligations and liabilities hereunder.**

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

For and on behalf of

(Seal of the Scheduled Bank)

Signature of the Authorised Bank Official

(Name, designation, stamp/seal etc.)

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

Witness 1

Signature

Name.....

Address.....

Note - 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.

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 including civil works.

3.1 The Tender shall be submitted in MSTC portal for the work "**Tender for Annual Service Contract for maintenance of Plumbing & Sanitary works/installations in Main Office Premises, Reserve Bank of India, Thiruvananthapuram.** Telegraphic, Fax and E-mail tenders will not be accepted. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures. Tenderers are advised to submit tender on or before **2:00 PM on March 17, 2021** failing which MSTC portal doesn't accept tenders after the said time.

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 Technical & Commercial

3.3.1 The tender(Part I and Part II) shall be submitted in MSTC Portal with in due date and time.

3.3.2 Tender submitted shall contain the following:

- (i) Any other technical information the tenderer wishes to furnish.
- (ii) All the pages of the Tender signed and details filled where ever required.
- (iii) Duly filled and signed copy of break up of rates quoted ([Annex-D](#))

3.3.3 The Tenderers are advised to visit the Bank's Office Building at Bakery Junction, Thiruvananthapuram and acquaint themselves of the site conditions before tendering.

3.3.4 The tenderers are advised to upload 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.

3.4 Price

- (a) This part shall be quoted in MSTC portal exclusive of GST in Indian Rupees. 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) If any of the document/s is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.

(c) No request for any change in rate or conditions after the opening of the tender will be entertained. Hence, Bidder shall quote all expenses incidental during the course of work and also considering any hike in wages to be paid to the staff deployed.

(d) The rates quoted shall be based on the [Annex-D](#) of tender and shall be firm and binding without any escalation whatsoever till one year. It may be noted that, In case of quoting wrong contribution rates by the Bidder for ESI/EPF and other statutory payments linked to wages etc., Bank reserves right to Modify them and revise total amount accordingly.

(e) Rates quoted by the bidder should be in accordance with provisions in Contract Labour (Regulation & Abolition) Act, 1970 and Wages as per Minimum Wages Act, 1948 and wage components linked to minimum wages/quoted wages like bonus, PF, ESI, as per applicable statutes and any other laws/codes etc. which shall be in force during contract period. Hence rates should be quoted including all components. **Bids with rates below the prescribed wages (semi-skilled worker/unskilled worker) will be rejected.**

3.5 Pre-Bid Meeting

A pre-bid briefing meeting of the intending tenderers will be held at 11:00 A.M on March 04, 2021 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications

3.6 Opening of Tender

The tenders will be opened on March 17,2021 at 3:00 P.M in Banks Main Office. Bidders can attend the Tender opening event.

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 and sanitary installations/works in the Bank's Main Office Premises, Thiruvananthapuram.** The charges quoted shall be for deputing experienced and well-dressed staff(One Plumber and One Helper) to Main Office Premises for 7 days in a week generally for 8 working hours working as per timing to be

mutually agreed upon as decided by the Bank (excluding ½ hour lunch break). However, for the emergency works (like pipe leak repair etc.) at night or any other time, the staff have to continue to work till the emergency work is over.

2. The plumbing staff should report to the premises Caretaker/Bank's officials.
3. The charges quoted should include wages to staff, transportation 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 the work of operation of domestic pumps in the Bank's Premises to ensure uninterrupted water supply in the premises. The operator/plumber shall check the water level in the sumps and operate the required valve during operation of the pumps as per requirement. Apart from the domestic pumps, they shall attend to the operation of rain water pumps installed at rain water sump as and when required/as per instruction. They shall adhere to the instructions from the Bank's Engineers and Care Taker of the premises. .. Any trouble/failure of pumps, low inflow from Kerala Water Authority etc. shall be reported to the Bank's officials immediately for corrective action.**
 - (b) **Reporting faults to the respective manufacturers/firms who are maintaining other equipment's like, pumps, etc. which are under separate AMC with the Bank and ensuring 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, nylon brush, broom, detergent, toilet cleaner, soft cloth, the tools & plants removal of debris, safety equipment's etc.
 - (b) Work shall 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 monthly basis. If the contractor fails to comply with the instructions of the Bank for carrying out necessary corrections pertaining to plumbing/sanitary installations as per the scope of the work within a reasonable period as specified, the Bank, at his discretion will forfeit the EMD/revoke the bank guarantee indicated in the tender 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 Earnest Money Deposit

- 3.10.1 Successful Bidder shall pay as Earnest Money Deposit, a sum @ 2% of contract value by NEFT or demand draft/Bank Guarantee issued by a scheduled bank in favour of Reserve Bank of India, Thiruvananthapuram before start of the work. The same shall be released after the completion of the contract period. This shall be treated as security deposit by the Bank and any deductions on account of failure of contractor to comply with instructions given in the Tender may be made by the Bank.
- 3.10.2 Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or Insurance guarantee or cheque. Successful bidder, who submits EMD by way of bank guarantee shall ensure the validity of the BG till the end of contract period.
- 3.10.3 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts within ten days of issue of demand notice by the Bank.

3.11 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 in respect of manpower deployment will be made on monthly basis. firms/contractors shall submit proof of deployment of staff and proof of payment of minimum wages (Central Minimum Wages-CLC(C)), EPF/ESI, Bonus payment along with the bill. ESI/ EPF contribution shall be on payable on wages paid for the work month. The firms/contractor should credit the wages directly to the bank account of their staff deployed and submit monthly bank statement showing payment of wages to the staff deployed along with submission of necessary documents said out in this Tender. Bill for material consumed other than those mentioned in this tender shall be submitted separately, by mentioning the complaint no, location, and details of compliant and work carried out after successfully completing the work (call sheet sample/Compliant format-[Annex B](#)).

3.12 Taxes

- 3.12.1 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 will be deducted at source and a certificate for the same will be issued to the contractor. Also, applicable GST-TDS shall be deducted from bills submitted.

3.13 Insurance

The successful tenderer shall take 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 shall be minimum Rs 2 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. The said policies shall be in joint names of RBI, Thiruvananthapuram and Firm Name(First name to be RBI, Thiruvananthapuram). Also, Contractor shall keep Bank Indemnified against any losses arised with respect to works carried out as per this Tender not covered under above said policies. Contractor has to submit any insurance cover out of scope of this tender as directed by the Bank. Premium Amount of such insurance cover shall be borne by the Bank.

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

3.14 Signing of Contract Agreement

- 3.14.1 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.
- 3.14.2 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.
- 3.14.3 The tender submitted on behalf of a partnership firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.14.4 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.
- 3.14.5 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

3.15 Language

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

3.16 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.

3.17 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

3.18 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.

3.19 The rates quoted in the tender shall include all charges.

3.20 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.

3.21 The service contract shall be renewed annually subject to providing satisfactory service and on mutual agreement for further period of two(2) years . While renewing the contract the new contract amount will be arrived as per the Consumer Price Index for industrial workers as in 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 6 months Prior to the commencement date of contract for the year/Period due for renewal.

CPIP- Consumer Price Index for Industrial Workers 6 months Prior to the commencement date of contract of the year/current period.

3.22 Contractor has to submit performance bank guarantee (5% of contract value) after the work is awarded. However, Bank reserves right to decide if Performance Bank Guarantee has to be submitted or not by the successful bidder. Decision of the Bank in this regard shall be final. Bank reserve right to deduct proportionate amount in case contractor fails to comply with terms and conditions of the contract. In case of renewal of contract as per price escalation formula indicated above, Performance Bank Guarantee has to be submitted for renewed amount.

3.23 The quoted rates shall be inclusive of all the liabilities of the company/agency/firm viz. statutory liabilities such as Minimum Wages, ESI and EPF contributions, Bonus etc. A reference may be made to all Central Government laws/guidelines in this regard currently in force or to be in force during contract period. Contractor shall always ensure compliance with Statutory liabilities with regards to minimum wages and components related to wages as said above(ESI/EPF/Bonus etc.) to the workmen/staff to be deployed during the contract period including engagement of leave reserve during absence of regular workmen or any additional labour deployed to carry out works specified in the scope of works/Tender and their compliance with minimum wages requirement and other statutory laws linked with deployment of contract labour and also during renewed period. Prices quoted in the tender shall include all charges as indicated in breakup of the Item ([Annex D](#)) in BOQ and any other incidental charges foreseen shall also be included in the rate quoted.

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

Signature of tenderer

Address

Date

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand- gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, 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.

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 service Contract for maintenance of Plumbing & Sanitary works/installations in Reserve Bank of India Main Office Premises, Thiruvananthapuram as provided herein.
- (J) CLC(C) Chief Labour Commissioner(Central)
- (k) Minimum Wages As per the Orders of CLC(C) applicable for industrial workers for maintenance works(region B) to be in Force during Contract Period.

- (I) Wages Shall be as per the Minimum wages act,1948 or other rules /codes currently applicable or will be applicable during contract period

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 this Tender.

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, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.

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 SARs (plumbing, carpentry and electrical 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 Failure by Contractor to comply with Employer's instructions

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

4.13 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

- (iii) days after receiving from the Employer notice to proceed, or 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 realized. 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.

4.14 Termination of Contract by Contractor

4.14.1 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 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.

4.16 Settlement of dispute by arbitration

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

(4.17) 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.

4.18 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.

4.19 Marginal Notes

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

4.20 Sexual Harassment of women at work place

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.

4.20.1 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.

4.20.2 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.

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

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

4.21 Non-Disclosure Clause

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

4.22

Contractor shall ensure deployment of staff not having any symptoms of COVID-19 or any contagious diseases. Also, ensure staff deployed shall not be from containment zones. In case of declaration of zone/Area in which regular staff is declared containment zone, contractor shall arrange to replace the staff immediately. Contractor should inform immediately to the Bank incase of any hindrance to the work due to COVID-19 restrictions or any other reasons in

order to take a appropriate decision by the Bank.

I/We understood and Accept all the terms and conditions, instructions referred in above section.

Signature and Seal of the Contractor:

Date:

SECTION V

Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	EMD	To be remitted by successful bidder as per clause-3.10	
3	Terms of payment	Payment shall be made on monthly 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	Section III, Clause – 3.13	
7	Payment on submission of bill	On monthly basis	
8	Renewal of contract for further period of two years based on satisfactory performance and mutual agreement.	Clause-3.21 in section III	
9	Adherence to prevailing laws/Codes/Rules or laws/Codes/Rules which will be effective during the Contract Period like Minimum Wages Act,1948/Code of Wages,2019, Contract Labour Act,1970, EPF Act 1952, ESI Act ,1948 and any other applicable laws in force or to be in force during contract period . Acceptance by Contractor of any action taken by Bank to make good losses due to nonadherence by the contractor to said laws.		

Place:

Signature of contractor with seal:

Date:

Address with contact nos.

SECTION VI

DETAILED SCOPE OF WORKS

1. Area of work: Reserve Bank of India, Main Office Premises at Bakery Junction, Thiruvananthapuram-33.

2. Details of buildings in the premises are as follows.

a) Office Building

Sl.	Particulars	No.
1.	Officers' Toilet	7
2.	Gents Toilet	10
3.	Ladies Toilet	7
4.	Officers' Lounge	2
5.	VIP Guest House	2
6.	Pantry	2
7.	Police Guard Room & Barrack Toilets	3
8	Centralized AC Plant	1
9	Toilet for Differently abled people	1
10	e-Toilet	1

b) Annex Building

Sl.	Particulars	No.
1.	Gents Toilet	2
2.	Ladies Toilet	1
3.	Staff Canteen	1
4.	Staff Canteen Kitchen	1
5.	Officers' Flats	2
6.	Single Room Accommodation	6

c) Scooter Parking Building

Sl.	Particulars	No.
1.	Gents Toilet	1
2.	Wash Area	1

d) Miscellaneous Structures

Sl.	Particulars	No.
1.	Water Cascade	1
2.	IFC	1
3.	Bio-Digester Plant	1

Above details are indicative only. Contractor shall carry out repair/maintenance of plumbing/sanitary installations at any other places in the Banks Premises not mentioned above.

3. 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/ caretaker and responsible for all the works within this contract. Further, minimum manpower deployment for Bank's properties is as under-

- | | |
|---|--------|
| (a) Experienced plumber (7 days a week) | 01 No. |
| (b) Helper to plumber (7 days a week) | 01 No. |

- i. Plumber and helper to plumber should report to the Engineer/Caretaker of the Premises at the time specified by the Bank's Engineer. The working hours shall be 8 working hours (excluding 1- hour lunch break), 7 working days in a week, the working hours shall be mutually agreed. The emergency works when the workers will have to continue to work till the emergency is over. 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 payment of minimum wages. **The weekly holiday(one day) should be given to the workers with an alternative arrangement.** Contractors shall maintain a record of payment to their workers and shall submit along with the bill.
- 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 repairs/rectification works in the same day or late by next day. However, for major plumbing / sanitary works, agency shall complete the job as directed by the Bank. In case of inordinate delay beyond the stipulated time, Bank has the 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 addition to the day to day maintenance work of plumbing & sanitary, it is also necessary to attend the work of operation of domestic pumps in the Bank's Premises to ensure uninterrupted water supply in the premises. The operator/plumber shall check the water level in the sumps and operate the required valve during operation of the pumps as per requirement. Apart from the domestic pumps, they shall attend to the operation of rain water pumps installed at rain water sump as and when required/as per instruction. They shall adhere to the instructions from the Bank's Engineers and Care Taker of the premises. Any trouble/failure of pumps, low inflow from Kerala Water Authority etc. shall be reported to the Bank's officials immediately for corrective action**
- vi. 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.

- vii. Contractor should include cost of additional manpower, if any required to attend the preventive/periodic maintenance works as indicated in the scope of work.

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

(A) Plumbing and Sanitary

a) Removal of choakages/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.

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 refixing of tanks 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 drainage 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) Refixing of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cistern, drain boards, towel rods, mirrors, glass shelves, soap holders, nahani traps, gratings and any other fixtures and fittings as existing in the properties including removal of existing fittings/fixtures without causing any damage.

Grouting of new wooden gutties in cement mortar and refixing with new screws; removing where ever 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) In addition to the afore-mentioned work, the following jobs too need to be performed by the contractor

- a. Cleaning of sewerage pipeline including removal of sludge from manholes and septic tank, road gully, etc. complying with all statutory norms (on half yearly basis).

B) The following Registers shall be maintained by the Contractor

- 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. Ensure Provision of all essential tools to his staff for day to day maintenance & emergency.

iii. Ensure Provision of all safety equipment's, material to his staff.

iv. Ensure Provision of **uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch, Mobile phone etc.** to his all staff.

v. Provide necessary training to his staff on quality, safety & technology.

vi. Submission of Quarterly Report on Preventive / periodic maintenance in the prescribed format. ([Annex-C](#))

vii. If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.

viii. Service / Maintenance Report/Call Sheet should be maintained in each case and should be submitted duly countersigned by the Supervisor/Contractor & user/complainant while submission of monthly bill. Report should contain the following details:

- | | |
|------------------------|---------------------------------|
| a) Time of call | e) Probable cause |
| b) Time of report | f) Action taken |
| c) Time of restoration | g) Components replaced, if any. |
| d) Nature of failure | |

ix. 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.

x. 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.

xi. 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.

xii. Penalty :- In case Labours identified fails to turn up for work on any day as per the schedule(other than weekly off(one day) as per clause 3.1 of section VI), Contractor shall arrange to depute leave reserve for absent worker(plumber /Helper). Even if leave reserve is not deputed or not carried out any captioned work/complaint/s within reasonable time for each day of absence of any of the worker(plumber/Helper) (for minimum 2 hours),proportionate recovery @ day salary being paid to the labours regularly engaged by the contractor plus charges paid by the Bank to engage outside agency to attend the complaint/s will be recovered from the monthly bill for each day of absence of the labour/s to whom the Bank awarded the AMC contract

xiii. The contractor shall furnish bio data along with the copy of Govt. approved I. card, recent passport size photograph, mobile no. etc. of the person deployed for the work in the Banks premises. Contractor shall produce police clearance certificate of the labour identified/leave reserve identified if any for the work at the earliest before commencement of contract period. In case of absence of regular semi-Skilled/unskilled labour, the alternate person shall be authorized by the contractor to carry out the maintenance work in the said premises 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.

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

xv. The Technician's license / contractor's license copy wherever applicable and their contact Telephone Nos. and Cell Nos. of both (Technician/s & contractor) shall be submitted to the Bank.

xvi. 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.

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

Xix Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Banks premises. Proper insurance cover for all the labours posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds 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 and 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	Semi-skilled
	Helper	Unskilled

Noof days of deployment of labour per week	07 days(see clause 3.1-section VI)
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The Contractor shall strictly comply with the provision of fire/safety code & other declaration annexed hereto.

Note:

Contractors are advised to quote their rates after the site visit confirming to the conditions and the detailed scope of work of 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, Thiruvananthapuram, on any 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, 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 approved brand materials.
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, 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 from the 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 contractor 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 contractor should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the

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 labour 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 Monthly Bill:** Copy of following documents for a particular month duly certified by the contractor /supervisor to be submitted along with monthly bill for payment:
 - i. Statement of materials procured (if any) acceptable to the Bank along with call sheet(Bill to be submitted separately)
 - ii. Copy of Attendance Register
 - iii. Declaration for compliance of applicable labour laws.
 - iv. A statement showing payment of wages by way of credit to the Bank Account of labours (preferably NEFT) and same shall indicate wage month, name of workmen etc.**
 - v. Documentary evidence indicating the payment made towards PF/ESI
 - vi. Statement showing the various preventive maintenance works done.
 - vii. Any other log books/document as directed by Estate Dept. In charge.

Place :

Date :

Signature of Contractor with seal

Annex – A

(The successful Contractor should give following declaration (along with the bills).

1. DECLARATION

I, Shri/Smt.being the owner/proprietor of..... (name of the firm/establishment), an empanelled vendor of Reserve Bank of India, Thiruvananthapuram, do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act,1970, and rules/Acts/Codes in force or will be in force during contract period related to payment of wages and its components like ESI/EPF etc.. to the workmen deployed by me in your premises, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages not below prevailing minimum wages as per CLC(C) order to the workers/ labourers engaged by me in connection with the work entrusted to me by the Bank.

Signature with Date:

Name of the Contractor:

Format of Call Sheet/Compliant

Name of the Premises(Tick appropriately):Main Office premises/ Kowdiar

/Thamalam/Nanthencode/Plamoodu

Complaint no. : _____ Date: _____

Flat No. : _____ Name of the Occupant: _____

Nature of the Complaint:

Actual work carried out:

1)_____

1)_____

2)_____

2)_____

3)_____

3)_____

Job completed satisfactorily

Name & Signature of Occupant/Caretaker(in absence of occupant): _____

List of old replaced material handed over to Caretaker if any:

Proforma for preventive maintenance works

Sr. No.	Particulars	Whether attended or not	Whether working satisfactorily or not	Remarks
1	Cleaning of man hole chambers once in six months.			
2	Removal of sludge from manholes at least twice a year or earlier, as per site conditions.			
3	Operating and servicing all types of valves once in six months .			
4	Inspection of plumbing and sanitary installations of vacant flats once in six months .			
5	Cleaning of water logging area as and when required.			
6	Maintaining water meter register or any other registers prescribed by the Bank on daily basis			
7	Cleaning of fountains/water cascade once in a month			

Signature of Contractor
(maintenance) With Date

Signature of Caretaker/Security officer
with Date

**Reserve Bank of India
Estate Department
Thiruvananthapuram**

Annual Maintenance Contract of Plumbing & Sanitary works/installations in Reserve Bank of India, Main Office Premises, Bakery Junction, Thiruvananthapuram-695033

Bill of Quantities(BOQ)

Item No	Description of work	Rate per month in words and figures (Rs) excluding GST
1	<p>(A) Sanitary & Plumbing Annual Maintenance Work (7 days in a week):</p> <p>Wages per month for engaging one experienced plumber and helper, 7 days a week for carrying out works specified in the scope of the work of the Tender.</p>	
2	<p>Other charges like EPF,EDLI,ESI(*) contribution linked to wages quoted above, Insurance premium(See Section 3.13 of section III), EDLI Contribution under EPF, Admin charges under EPF, Wage to leave reserve(not below min wages as per prevailing CLC(C) order),Bonus payment as per prevailing laws like Payment of Bonus Act,1965(*) or any other law/codes in force during contract period, Necessary adhesive, nails, cotton waste, screws, adhesive tape, washers for CP fittings, nylon brush, broom, detergent, toilet cleaner, soft cloth, the tools & plants etc.,, removal of debris, safety, Cost for compliance of various provisions in tender like statutory compliances like compliance with min wages and accordingly ESI/EPF contributions due to revision of wages during contract period, Any other charges to comply with the terms and conditions of the contract ,scope of work etc.. all complete as required at site, Cost of engagement of manpower (plumber and helper) like conveyance charges etc., all complete as required at site as directed by the Bank's officials.</p> <p>*-ESI and Bonus contribution shall be quoted if wages</p>	

	quoted for plumber and helper each is within wage ceiling indicated as per applicable Act respectively.	
GST(%)		
Total amount per month including GST		
Total amount for period of 12 months including GST		
Total amount for period of 12 months including GST in words		

Date:

Signature and Seal of the tenderer:

**Break-up details of Quoted price in
BOQ(Duly filled in Signed copy of this
break up sheet has to be uploaded in
MSTC portal)**

Item No:01

Wages for one plumber and one helper (7 days a week) not below prevailing minimum

wages as per current/revised CLC(C) Order per month i)plumber wages Rs _____ ii)

helper wages Rs _____

Total Wages(i+ii) Rs _____

(Wages may be quoted taking into account any revision of wages by CLC(C) during the contract period. No variation in rates shall be entertained during the contract period)

Item No:2

A)

1) EPF Employer Contribution @.....% of Total wages quoted at Item No:1 above= **Rsper month**

2) ESI Employer Contribution @.....% of Total wages quoted at Item No:1 above= **Rs per**

Month(This component shall be quoted If wages quoted at Item A(plumber,helper) each above are within wage ceiling as per ESI Act.

(Note: Rate of Contribution shall be as per respective prevailing laws. Please refer to Section III-3.4(d)

B) Amount per month towards engagement of Manpower like conveyance charges etc., Insurance premium(see clause 3.13 of section III) ,EDLI contribution under EPF, Admin charges under EPF, Wage to Leave reserve(not below minimum wages as per CLC(C) order),Cost for compliance of various provisions in tender like statutory compliances like compliance with min wages and

accordingly ESI/EPF contributions due to revision of wages during contract period, Bonus payment as per prevailing laws like Payment of Bonus Act, 1965 or any other law to be in force during contract period, maintenance of various registers as per Tender and any other charges to comply with requirements as

per the Tender = Rs _____ **per Month**

C) Add consumable materials cost of washers of bib cock/ angle cock/flush cock, Teflon tape and all the tools & plants etc., removal of debris, safety equipment's etc. = Rs _____ **Per month**

Total of Item :02(A+B+C) = Rs _____ per month

I) Total cost (Item 1 plus Item 2) excluding GST = Rs _____ **per month**

II) GST @ _____ % = Rs _____ **per month.**

Total cost (I+II) including GST = Rs _____ **per month.**

Place:

Date:

Seal & signature of the Contractor