# RESERVE BANK OF INDIA ESTATE CELL BYCULLA, MUMBAI

# e-TENDER for

Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing specified manpower in respective trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

# Part- I (Techno-Commercial Bid)

Name of Bidd	er		 
Address		 	 

Date of Pre-Bid meeting (at Estate Cell, 1<sup>st</sup> floor, RBI Byculla, Mumbai-8): Offline 12.00 PM on 19.12.2025

Due date of Submission of e-Tender on MSTC portal: 02:00 PM on 31.12.2025

e-tender no. RBI/Mumbai Regional Office/Estate/105/25-26/ET/629



# RESERVE BANK OF INDIA ESTATE CELL, BYCULLA, MUMBAI

Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

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# **DISCLAIMER**

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

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

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# RESERVE BANK OF INDIA ESTATE CELL, BYCULLA, MUMBAI

Providing Facility Management Services (FMS) for day-to-day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing specified manpower in respective trades under Estate Cell of Byculla, Mumbai:

Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

Reserve Bank of India, Mumbai invites two-part tender by e-tender mode from eligible contractors for the captioned work. The tendering would be done through the e-Tendering portal of MSTC Ltd (<a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>). All interested eligible contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

# **SCHEDULE OF TENDER (SOT)**

Name of work	Providing Facility Management Services (FMS) for day-to-day maintenance of Bank's Premises (residential quarters and office building) in Mumbai under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)
e-Tender no	RBI/Mumbai Regional Office/Estate/105/25- 26/ET/629
Mode of Tender	e-Procurement System
	(Online Part I - Techno-Commercial Bid and Part
	II -Price Bid through
	(https://www.mstcecommerce.com/eprocn/)
Tender Value (Estimate Cost)	Rs.1,90,00,000/-
Date of NIT available to parties to	On 21/11/2025 from 05:00 PM onwards
download (View Tender Time)	
Pre-Bid meeting	12:00 PM on December 19, 2025
Earnest Money Deposit	Rs. 3,80,000/- (Rupees Three Lakh Eighty Thousand only) in the form of NEFT or BG, in favour of Reserve Bank of India, Mumbai, to be delivered in physical form at Reserve Bank of India, Estate Cell, Byculla, Mumbai Central.  NEFT details: A/c No.: 04869229925 IFSC: RBISOMBPA04 (5th & 10th digits are zero)

	Kindly provide the proof of EMD deposit to us at following email id: <a href="mailto:samratdutta@rbi.org.in">samratdutta@rbi.org.in</a> / <a href="mailto:vishnun@rbi.org.in">vishnun@rbi.org.in</a> (Note: EMD credited to any account other than that mentioned above will not be considered as bonafide EMD)
Tender Fees	No Tender Fees
Last date of submission of EMD	On or before 30.12.2025 by 3:00 PM
Last date of submission of prequalification documents	Before 02:00 PM on 31/12/2025
Date of Starting of e-Tender for submission of online Techno- Commercial Bid and price Bid	On 21/11/2025 from 05:00 PM onwards
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	At 02:00 PM on 31/12/2025
Date & time of opening of Part-I (Techno-Commercial Bid)	At 03:00 PM on 31/12/2025 at Estate Cell, Byculla, Mumbai 400008
The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)
Transaction Fee	As per MSTP through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

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

Regional Director Reserve Bank of India Mumbai

# IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT

This is an e-procurement event of Reserve Bank of India, Mumbai Regional Office. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the E-Tender for opening of price bid.

#### 1. Procedure for E - Tender

**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 are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the techno-commercial bid has to be submitted on-line only at www.mstcecommerce.com/eprocn.

- 1) Vendors are required to register themselves online with <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>. by filling up required details and creating their own user id and password. For further details, go to Download Guide / Video / Registration Guide
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/RBI, (before the scheduled time of the e- tender).

#### Contact person (RBI):

- 1. Shri Akash Dhage Manager (Tech-Civil) Mobile 8983115642, Email id: adhage@rbi.org.in for Technical Query
- 2. Vishnu N (Assistant Manager) Mobile 9442644738, Email id: <a href="mailto:vishnun@rbi.org.in">vishnun@rbi.org.in</a> e-tender query.

# 3. Generic Email ID: <a href="mailto:estatebyculla@rbi.org.in">estatebyculla@rbi.org.in</a>

# Contact person (MSTC Ltd):

HO Central Help Desk: (For vendors)

Phone Number: 07969066600

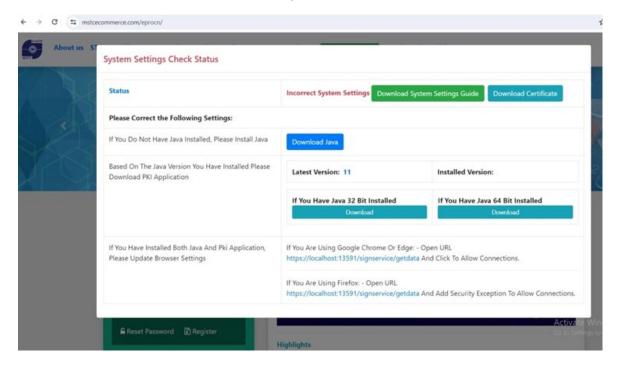
Email ID: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

WRO Helpdesk:7651915418/ 02269856817/ 02269856800

Contact Person: Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in

Availability: 9:30 AM to 5:00 PM on all working days for all technical issues related to e-Tenders, System settings etc.

For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>.



- 2. (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.
- (B) Part II Price bid will be opened electronically of only those tenderer(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI,

Such tenderer(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

**Note**: The tenderers are advised to offer their best possible rates. There would generally be no negotiations, hence, your most competitive prices may be submitted in the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest tenderer and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

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

# **Special Note towards Transaction fee:**

4. 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 vendors 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 vendors 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 vendors 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 vendors shall be receiving a system generated mail.

Tenderers may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted.

Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.

## Transaction fee is non-refundable.

A vendor will not have the access to online e-Tender without making the payment towards transaction fee. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

**NOTE**: The tenderers should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC and they will have sufficient time to submit the tender.

- 5. Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI, Premises Department, and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.
- 6. Information about tenders / corrigendum, notices, correspondence, etc. to the tenderers will be uploaded in the Bank's / MSTC website / (in case of empanelled bidders, shall be sent by email only to the email ID given to the Bank at the time of application of empanelment)-during the process till finalization of tender by RBI, as well as by MSTC (e-procurement service provider). Hence the vendors are required to ensure that their corporate email id provided is valid and updated at the time of registration of vendors with MSTC (i.e., Service Provider). Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 7 (i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, tenderers are requested to see the Bank's / MSTC web site / (in case of empanelled bidders, in the email in the email ID given to the Bank at the time of application of empanelment) once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the e-Tender document. The responsibility of downloading the related corrigendum, if any, will be of the tenderers only.
- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>, of MSTC Ltd.
- 8. E-tender cannot be accessed after the due date and time mentioned in NIT.

# 9. Bidding in e-tender

- a) All bidders/tenderers need to submit necessary EMD, e-Tender fee (if any) and transaction fees separately for the e-tender to be eligible to bid. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful tenderer(s) will be refunded by the tender inviting authority as per terms of the tender.
- b) The process involves Electronic Bidding for submission of Techno-commercial Bid and Price Bid.
- c) The vendors who have submitted transaction fee can only submit their Techno-commercial Bid and Price Bid through internet in MSTC website  $\underline{\text{www.mstcecommerce.com}} \rightarrow \text{e-procurement} \rightarrow \text{New Common Portal} \rightarrow \text{Bid Floor}$  Manager  $\rightarrow$  live event  $\rightarrow$  Selection of the live event  $\rightarrow$  Transaction fee  $\rightarrow$  Common terms  $\rightarrow$  Attach Documents  $\rightarrow$  Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- d) The vendors should allow to run an application namely java applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save / submit his bid (for details refer vendor guide / FAQ).
- e) First the vendor need to fill up Common terms/Commercial specification and save the same. Then the tenderer / bidder should fill up the Techno-commercial bid. After filling the Technical Bid, tenderer should click 'save' for recording their Techno-commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder / tenderer should click on "save" to record their price bid. Then once both the Techno-commercial bid and price bid have been saved, the bidder / tenderer can click on the "Final submission" button to register their bid.

NOTE: After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- f) In all cases, tenderer / bidder / vendors should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-Tender process, the tenderers/ bidders / vendors will remain completely anonymous to one another and to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e- Tender process shall be legally binding on the tenderers / bidders / vendors. Any bid will be considered as the valid bid offered by that tenderer / bidder / vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply / work. Such successful tenderer shall be called hereafter Supplier / Contractor.
- j) It is mandatory that all the bids are submitted with digital signature certificate. otherwise, the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
- I) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>. No deviation to the technical and commercial terms & conditions are allowed.

- p) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- q) Vendors are requested to read the vendors guide and see the video in the page www.mstcecommerce.com/eprocn to familiarize them with the system before bidding.
- 10. All the above documents duly signed and sealed on all pages shall be uploaded on MSTC website and same will be downloaded at the time of opening Part I of tender for examination by the Bank. The documents uploaded by bidder(s) will be scrutinized. The contractor should submit the original of the documents to the Bank when demanded for further tendering process, or afterwards. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension, banning of business and debarment can also be taken against defaulting bidders.
- 11. The Bank will evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- 12. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

#### **Important Note**

In the online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each item given in the unpriced schedule / bill of quantities (SOQ / BOQ) given in Part I of the tender document. For execution and rate purpose, the details given in Unpriced Schedule / Bill of Quantities in Part I of the tender document will be implemented.

# **Section I**

# **Notice Inviting e-Tender (NIT)**

Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

- 1. Reserve Bank of India invites competitive e-tenders/e-bids for Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies) from eligible bidders as per the specified prequalification criteria. The work is of an estimated cost of ₹ Rs. 1,90,00,000 /-and the initial contract duration shall be one year.
- 2. All the Pre-Qualification papers shall be uploaded on MSTC portal along with Part-I of tender on or before 31.12.2025 up to 2:00 PM.
- 3. The Earnest Money Deposit (EMD) of Rs. 3,80,000/-shall be in the form of Irrevocable Bank Guarantee or NEFT. The irrevocable BG shall be submitted in sealed cover addressed by name to Regional Director, Reserve Bank of India, Estate Cell,1st Floor Byculla Office Building, Dr A R Nair Road, Byculla, Mumbai- 400008 so as to reach DGM, Estate Cell, Byculla, Mumbai- 400008 super scribed as "EMD for Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies) Online tenders will be allowed to view /download as per schedule of tender (SOT). EMD of the successful tenderer shall be released to the contractor on submission of PBG as specified in clause 1 (clause of contract). On award of work, EMDs of unsuccessful tenderer shall be released thereafter.
- 4. The firms which do not comply with the following minimum eligibility criteria and/or do not submit EMD will not be considered for opening of their tender Part-II (Price Bid). All formats as specified below shall be furnished in <a href="Annexure1">Annexure1</a> of Section VII.

Eligibility requir	rement			
Criteria	Requirement	Forms / Documents to be furnished		
i. Composition	The tenderer can be Sole	Tenderer should fill up information in		
of the firm/	Proprietorship/ Partnership firm	Format 1 (Refer Annexure1) hereto		
organization:	/Private Limited/ Limited or Co-	and submit along with the following		
	operative Body etc. Details of	supporting documents. (i) Copy of		
	Registration of the firm /	registration certificate.		
	organization, Name of Registering	(ii) Copy of the Articles of		
	Authority, Date and Registration	Association/ Power of Attorney/ other		
	number, etc. shall be furnished.	relevant document		
	Joint Ventures are not allowed.	(iii)copy of Goods and Service Tax		
		registration certificate		
		(iv) Copy of PAN		
		(v) Details of registration of labour		
		along with EPF and ESI documents.		
ii. Duration of	The intending bidder must have	Bidder should fill up the information		
past	minimum 5 years of experience in	in Format 2 (Refer Annexure1)		
experience	carrying out similar nature of	annexed hereto indicating client-		
	works viz. Providing Facility	wise names of similar work(s),		
	Management Services (FMS) for			
	day-to-day maintenance of	·		
	Buildings for the various trades	contract and actual dated of		
	like Carpentry, Sanitary-	completion date, etc. and should		
	Plumbing, Electrical/Mechanical	submit along with the documentary		
	etc. under supervision by	evidence as proof of minimum 5		
providing specified manpower i		years of experience of completed		
respective trades ending on		similar work/s * viz. copies of detailed work order/s indicating date of		
October 31, 2025.		award, contract amount, time given		
		for completing the work, etc. and the		
		corresponding completion		
		certificate(s) indicating actual date of		
		Continuations, indicating actual date of		

completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.

- ii) Bidder should also fill up the information about similar work/s\* on-hand in the **Format 2A (Refer Annexure1)** annexed hereto and should submit along with supporting documents, viz. Copies of work order/s with details of items of work, issued by the client(s) for the work/s in progress.
- (iii)The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.

iii. Minimum
value of each
completed
similar work/s\*
in last 5 years

One similar work of Providing Facility
Management Services (FMS) for
day-to-day maintenance of Buildings
for the various trades like Carpentry,
Sanitary-Plumbing, Electrical/
Mechanical etc. under supervision
by providing specified manpower in
respective trades each costing not
less than 80% of the estimated cost.

OR

Two similar works of Providing Facility Management Services (FMS) for day-to-day maintenance of Buildings for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing specified manpower in respective trades each costing not less than 50% of the estimated cost.

OR

Tenderer should fill up the information in **Format 3 (Refer Annexure1)** annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s \*.

(i)Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc.-and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.

(ii) Client certificate/s for each of the qualifying work as per the **Format 3A** (Refer <u>Annexure1</u>) annexed hereto.

Three similar works of Providing	
Facility Management Services	
(FMS) for day to day maintenance of	
Buildings for the various trades like	
Carpentry, Sanitary-Plumbing,	
Electrical/Mechanical etc. under	
supervision by providing specified	
manpower in respective trades each	
costing not less than 40% of the	
estimated cost.	

iv. Annual	The tenderer shall possess Annual	Tenderer should fill up the
Financial	Financial Turnover (in each year)	information in <b>Format 4 (Refer</b>
Turnover	100 % of the estimated cost or more	Annexure1) hereto and certified by
	during the last three consecutive	Chartered Accountant to be
	financial years ending 31st March	submitted along with the following
	2025. Income Tax Assessment	documents:
	Orders along with the latest final	(i) Copies Audited financial
	accounts of the business of the	statements/ accounts of the business
	contractor duly certified by a	of the tenderer duly certified by a
	Chartered Accountant should be	Chartered Accountant indicating the
	enclosed in proof of their	turnover for financial years referred
	creditworthiness and turnover	in the format 4. (Refer Annexure1)
		(ii) Copies of the Income Tax
		Clearance Certificates / Income Tax
		Assessment orders along with the
		latest final accounts of business of
		the contractor duly certified by a
		Chartered Accountant as a proof
		creditworthiness.
v. Solvency	The tenderers should have a	(i) The tenderer should furnish
	Solvency of value not less than	solvency certificate issued by the
	100% of estimated cost of the work.	tenderer's banker specifically issued
		for this work in Format 5.(Refer
		Annexure1)
		(ii)Bidder should submit details of
		their Banker in <b>Format 5A.(Refer</b>
		Annexure1)
vi. Registration	The bidder should have valid Goods	Copy of GST registration certificate
for GST	and Service Tax (GST) registration	shall be submitted along with copy of
payment		PAN.
vii. Local	The bidder should have an office at	The bidder shall submit documentary
Presence	the place of Contract i.e., Mumbai	proof in support of having an office in
	with sufficient manpower to take care	Mumbai.

- 5. In the event of intending bidder's failure to comply prescribed conditions, Bank reserves the right to not allow him to participate in tendering process.
- 6. A pre-bid meeting (off-line mode) of the intending bidders will be held as per SOT at Estate Cell, Reserve Bank of India, Byculla, Mumbai or on a venue as will be decided by the Bank. No further clarifications/queries will be entertained after the pre-bid meeting. Minutes of meeting (MOM) shall be uploaded on MSTC website and on RBI website. All firms should upload signed copy with part I of the tender.
- 7. (a) Tender forms can be downloaded for viewing from the website www.mstcecommerce.com and www.rbi.org.in
  - (b) **EMD of Rs. 3,80,000/-only** in the form of NEFT or Irrevocable BG issued by a scheduled Bank should be submitted as per SOT.
  - (c)Tenderers shall submit all the information and the documents as mentioned in the tender.
- 8. Part I of the e-tenders will be opened on-line as per SOT in the presence of the authorized representative of the bidders who choose to be present. Part-II (Price bid) shall be opened of the eligible bidders on a subsequent date which will be intimated to the eligible bidders before opening.
- 9. To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing / email. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses. After examination, if any of the bidder is not found to possess the required eligibility, their tenders will not be considered for further processing. No communication for incomplete PQ papers shall be made.
- 10. The applicants/tenderers must upload.
  - a. Client's certificate as per format given in the tender from their clients for whom they have carried out "eligible works" in terms of the eligibility (Prequalification) criteria explained in this notice. (Refer <u>Annexure1</u>)
  - b. Banker's certificate as per format given in the tender from their banker/bankers. Solvency certificate required may not be submitted separately. (Refer <a href="#">Annexure1</a>)

The client's certificate shall be accepted only when the same is issued by Government/Semi Government organization or a PSU from an official of the

rank of Executive engineer/Superintendent Engineer or equivalent and when they are supported by adequate proof of payment received by the contractor for the work done by him.

The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates along with above mentioned eligibility documents. Applications/tenders uploaded without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before processing the tenders and opening of price bid of the tenders. If any bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

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

Mumbai:		
Date:		

# **Form of Tender**

Place Date

Regional Director, Reserve Bank of India, Estate Cell, Byculla, Mumbai-400 008

Dear Sir,

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

#### Memorandum

(a)	Description of work		Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)
(b)	Earnest Money (Rs.)	:	Rs. 3,80,000/-only in the form of irrevocable bank guarantee or NEFT. (Refer to SOT for NEFT details)
(c)	Performance Guarantee (for successful bidder)	:	Bank Guarantee from any scheduled Bank for an amount equal to 5% of the Contract Amount on award of Contract as per Schedule 'F' and Clause 1 of General Conditions of Contract.

(d)	Contract Period	:	The contract period is initially for one year.
			The contract may be further renewed for a
			maximum period of two years based on
			satisfactory performance of the contractor

- 2. We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.
- 3. A sum of Rs. 3,80,000/-is hereby forwarded in the form as specified in Schedule 'E' of the tender document as Earnest Money. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
- 4. Further, I/We agree that in case of forfeiture of Earnest Money and/or Performance Guarantee as aforesaid, I/We shall be debarred from participation in the retendering process of the work for a period of three years
- 5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future for a period of three years. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit and Performance Guarantee. Bank's decision in this matter will be final and binding to us.
- 6. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.
- 7. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract and Agreement annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8.	Our bank	kers are (	(Name and full address)	
	(i)			

|--|

The names of partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

# **Signature of Contractor**

Signatures and addresses of witnesses

		Signature	Address
(i	i)		
	ii)		

# **Section II**

# **SCOPE OF WORK**

# 1.1 Description of Work:

This work is the Facility Management (Technical Services) for the entire colonies which includes all types of routine, corrective and break down maintenance works generally of the following nature:

- a) Plumbing and Sanitary rectification/repair/replacement related works.
- b) Carpentry rectification/repair/replacement related works.
- c) Electrical, electromechanical rectification/repair/replacement of defective parts excluding underground cables in colonies.
- 1.2 Details of Residential Premises where work is to be carried out are as under:

S. No.	Residential Premises at Mumbai	No. of flats or floors
1	RBI Officers' Quarters, Matunga, Mumbai-22.	12
2	RBI Officers' Flats, Sunpalazzo, Lower Parel, Mumbai-13.	45
3	RBI Staff/Officers' Quarters, Santacruz, Mumbai-54	292
4	RBI Officers' Quarters, Gokuldham, Mumbai-63	224

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

Electrical/mechanical, carpentry and plumbing maintenance of common area, building terrace, area around residential flats, community hall, parking area, garages, pump rooms, meter rooms, lift machine rooms, enquiry offices etc. Residential flats include Visiting Officers flats, Medical flats, Single room accommodation, Caretaker office, Stores, Gymnasium, Dispensary, internal roads, canteens, lounges etc.

## 2. Manpower requirement:

- a) Contractor shall deploy experienced technically qualified supervisor (having diploma/degree in Civil) along with workers(s) as stated under with specified qualification / experience / license as stated therein. The technical supervisor shall have active mobile phone with email and WhatsApp Facility while at site for taking instructions from Bank's Engineers / Colony Caretaker or any person deputed by the Bank and he shall supervise the work at site. In addition to above, contractor shall also provide one mobile no. each to the electrician, plumber, carpenter on duty so that they may be contacted any time. All workmen deployed must have a valid ID card issued by Govt.
- b) Deployment of manpower is as under: -

Detailed Manpower Deployment					
Gokuldham Residential Colony- 224 Flat (G+ 6/7 floors-Height-26m approx.)					
Timings	Supervisor	Carpenter	Plumber	Electrician	Helper
General Shift: 10:00am to 6:00pm (7 days in a week)	1	-	-	-	-
First Shift: 6:00am to 2:00pm (7days in a week)	-	1	1	1	2
Second Shift: 2:00pm to 10:00pm (7days in a week)	-	1	1	1	2
Third Shift: 10:00pm to 6:00am (7days in a week)	-	-	-	1	1
Santacruz Resi	 dential Colony	 : 292 flats (G+	 3 floor with h	 eight-15m appro	ox.)
Timings	Supervisor	Carpenter	Plumber	Electrician	Helper
General Shift: 10:00am to 6:00pm (7days in a week)	1	-	-	-	-
First Shift: 6:00am to 2:00pm (7days in a week)	-	1	1	1	2
Second Shift: 2:00pm to 10:00pm (7days in a week)	-	1	1	1	2
Third Shift: 10:00pm to 6:00am (7days in a week)	-	-	-	1	1
Cum	palazzo & Matur	an Posidontia	Colony: 45+	12 flot	
Timings	Supervisor	Carpenter	Plumber	Electrician	Helper
General Shift: 10:00am to 6:00pm (7days in a week)	-	1	1	1	1
First Shift: 6:00am to 2:00pm (7days in a week)	-	-	-	-	-
Second Shift: 2:00pm to 10:00pm (7days in a week)	-	-	-	-	-
Third Shift: 10:00pm to 6:00am (7days in a week)	-	-	-	-	-
Total	2	5	5	7	11

# Note:-

 Site Supervisor shall attend duty in General Shift i.e. from 10.00 am to 6.00 pm and shall visit all colonies regularly as mentioned in above duty roster. Bank reserves the right to deploy the above-mentioned manpower or workforce as per site requirement. Whenever necessary, Staff posted at one colony may be deputed to other colony during emergency or

- normal course of action as per the instructions of Bank's Engineer. Contractor shall arrange stand-by person as a reliever for weekly-off as per norms. Double duty or continuous duty of staff from one shift to next shift is not allowed.
- Supervisor, Electrician, Carpenter, Plumber, Helper at all residential properties will attend duties on all days of the week including public holidays (one day weekly off with substitute).
- c) Contractor shall deploy able-bodied workmen and supervisor (below age of 60 years) at site who should be medically fit as per the timings mentioned therein. The Bank reserves the right to remove workmen or supervisor, if not found suitable and physically fit and service provider shall immediately provide suitable replacement. The supervisor shall be fully responsible to execute the required work from the given manpower for effective maintenance work.
- All FMS staff should report to the caretaker of respective colonies. Monthly d) duty roster may be prepared and sent to Caretaker/concerned engineer. FMS staff may take prior permission for their movements and send their live locations WhatsApp on to Concerned engineer/Caretaker/Contractor/Supervisor in case they are visiting outside for official work. Contractor shall provide his own biometric attendance system for monitoring attendance (in/outs) of their staff at each property. Monthly reports generated from the biometric system may be submitted along with monthly bill and this will be the reference for attendance and payment. The working hours shall be arranged in shift duty as mentioned above (actual working time will be finalized by the Engineerin-charge or his representative after award of work and restricted for total 8.00 hrs. in a shift) for all 7 days in a week at colonies. However, in case of the emergency works, the workers shall continue to work till the emergency work is over and they may even give service support on Sunday/holidays. The weekly holiday should be given to the workers with an alternative arrangement i.e. reliever(s); for which contractor shall consider charges, while quoting rates under this contract. Bank reserves the right to depute officer/ staff to verify the wages given by the Contractor to the labor deployed by contractor for performance of this work.
- e) During AMC, property wise monthly bills supported by attendance sheet must be submitted to respective administrative offices for payment. Kindly note that attendance sheet (will be verified with the biometric attendance) should be signed by colony caretaker.
- f) Cost of material replaced / used at site should submitted by 10<sup>th</sup> of every month along with purchase vouchers. Claim of material cost should be supported with call sheet / defects rectification report duly authenticated by occupants for occupied flats and from care taker for vacant flats and common areas etc.
- g) The contractor shall also maintain a record of payment released to workmen.
- h) FMS staff deployed shall be covered under provident fund and ESI
- i) The contractor shall provide all tools and machinery required for routine /emergency works, such as pliers, cutter, electric tester,

- screwdrivers, spanner set, drilling machine, hammer, pipe wrench, megger, tong tester, cotton waste, mulmul cloth, drill bit, screw, rawal plug, PVC insulation tape, waterproof insulation tape etc.
- j) Facility Management staff deployed at site shall be provided with uniform and safety shoes.
- k) The available staff at site shall assist in rescue of trapped passengers in lift whenever required and shall provide all assistance during any emergency/disaster/accident situation as per the instructions of the caretaker/ Bank's officials.
- All the workmen deployed should be upfront verified by contractor from local police before deploying. Application for police verification with due acknowledgement from police station should be submitted.
- m) All workmen shall comply with safety protocol for preventing spread of corona virus and in no case the infected/ suspected workmen shall be allowed to enter the premises.
- n) Contractor should keep sufficient stock of essential materials such as LED bulbs, Tubes, switches, sanitary fittings, pipe etc. for attending complaints promptly.

# 3. General Requirements:

- a) The contractor shall complete/ attend the emergency complaint sent over email/WhatsApp/phone immediately and attend routine complaints lodged in complaint book, preferably on the same day. However, for major repair work, it shall be completed under guidance of the Bank's Engineer without inordinate delay. For delay beyond the reasonable time, Bank has a right to levy penalty for each unattended complaint. Decision shall be binding on the contractor.
- b) The contractor shall not deploy child labour, failure to comply with this shall lead to termination of the contract, if found at any stage during the contract.
- connectors, PVC insulation tapes, Teflon tapes and tools, indoor ladders, scaffolding for external work, grease, oil etc. Whenever any item is to be replaced, prior approval would be obtained from engineer-in-charge and then the same shall be replaced. Payment for material replaced only shall be made separately, based on the tax invoices and delivery challan. On the cost of the material, 15% profit may be considered on basic purchase price of material before GST. The rate claimed should be competitive, reasonable and justified from the current market price available in local market.
- d) One set of H frame/metal scaffolding along with necessary accessories/ MS jallies etc. reaching upto terrace level, shall be kept at every colony for attending the external pipeline repair/replacement work. Contractor shall quote the rates accordingly.
- e) While attending the work in emergency case beyond the regular time exceeding more than 8:00 hours, the genuineness and necessity shall be certified by the

- Engineer-in-charge or his representative before executing the work.
- f) The rate shall include removal of debris generated due to related work and carting away from the Bank's colonies regularly. The debris shall be stacked neatly in gunny bags and taken out of the premises without any extra charges and the site shall be left thoroughly clean and photo/screenshot should be shared via WhatsApp or email. Old unserviceable materials should be stacked properly at one place as decided by Bank.
- g) It will be the responsibility of the contractor to arrange for all type and size of the indoor ladders required for internal works and necessary scaffolding (must strong and sturdy) for external work
- h) Data for repairs requiring material replacement shall be maintained in each premise and a copy of the same shall be submitted along with the bill. Contractor shall maintain Issue/Receipt register supported by call sheet signed by occupants/caretaker.
- i) Deployed person shall also assist in local shifting of furniture, dead stock items within the premises as instructed by Bank's Engineer.
- j) (iii) The Contractor should note that the work/complaint should be attended and completed at the earliest (within 48-hour time from the receiving of the complaint without delay from the date mentioned in complaint register) with least disturbance to the resident of colonies and work shall be carried out during day/night time in consultation with Engineer-in-charge or his representative. After satisfactory completion, the signature shall be obtained from respective resident and concerned care-taker.

# 4. Works:

# A) Plumbing and Sanitary works

- Providing and making necessary arrangement to attend the plumbing and sanitary related routine/periodic/preventive maintenance/breakdown. Maintaining the installation in serviceable, clean and hygienic conditions for proper habitation of Bank's colonies including periodic cleaning of sewer lines/manholes/septic tanks, storm water drains, by deploying additional manpower as and when required as per specification mentioned in the pricebid.
- 2. Maintaining water meter reading register on fortnightly basis & put up to Bank's officials.
- 3. Attending complaints recorded in the complaint register kept at the office of caretaker / received through e-mail / over phone in respective premises will

be checked daily and all complaints shall be attended promptly. After satisfactory completion, the signature shall be obtained from respective resident, concerned care-taker and as per the direction of Engineer-in-charge or his representative(s) such as replacement of washers, taps, valves and any other installations both inside and outside the buildings.

4. Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, coolers, electrical gadgets, whenever such electrical gadgets are required to be replaced/repaired.

Attending to defects and repairs in water supply mains, vertical stacks, sewerage, and waste lines, pumping lines, replacement of broken chamber covers, gratings etc. at all levels. For repairing the pipelines leakages and removing wild growth etc. scaffolding, if required any shall be arranged by the contractor as per detail specifications mentioned in the price-bid. Alternatively, contractor may also use Jhula with proper safety belts etc. for executing minor works.

- 5. Periodical check-up including repairs/replacement of gate valves, check valves etc., pipelines in suction and delivery of pumps etc. Minor Welding of the pipes if required shall also be carried out without any extra cost.
- 6. Maintaining all the installations/fixtures in each toilet/bathrooms/wash area etc. in operative/working condition.
- 7. Removal of choking in all plumbing / sewerage lines, nahani traps, stacks at all levels, manholes fixing of grating etc.

Attending to the faults in main water supply / sewerage connections by liaising with MCGM concerned ward officials, if necessary. The payment towards any statutory charges shall paid by the contractor and the same shall be reimbursed by the Bank against submission of receipt of payment made to MCGM/Local Authority.

- 8. Monitoring of the water levels in the wells, sumps, overhead and underground tanks and keeping a record of the same on daily basis.
- 9. Attending to pre-monsoon works such as inspection and cleaning of storm water drains, rain water pipes, de-silting and cleaning of storm water drains (every six months), weep holes in the compound walls, removal of vegetation growth surrounding the pipe lines or on the terraces, sunshades and also removal of dry leaves / any other waste accumulated in the terrace or on the roof of car sheds / scooter sheds etc. and keeping the rain water Gutter/outlet free of any obstructions for free flow of rain water etc.
- 10. Cementing of joints of various drainages lines, gaps between wash basins, sinks and the walls, including re- fixing the same with white cement, hole filling etc.
- 11. Re-fixing of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cistern, drain boards, towel rods, mirrors, glass

shelves, soap holders, nahani traps, gratings and any other fixtures and fittings as existing in the properties including removal of existing fittings and fixtures without causing and damage. Grouting of new wooden gutties in cement mortar and re-fixing with new screws, removing where necessary.

- 12. Disconnecting and reconnecting suction and delivery connected of water pumps whenever the pumps are required to be taken away for repairs /replacement. Removal of air locks from suction lines/delivery lines as and when required.
- 13. Removal of debris collected to the plumbing work.
- 14. The preventive maintenance of the sanitary and plumbing installations in addition to the routine maintenance / repairs shall be carried out as detailed below as per specification mentioned in the price-bid.
- 15. The rates quoted shall be inclusive of following preventive maintenance at regular intervals as listed under. Any additional labors /cleaners and the implements required for these tasks from time to time have to be provided by the contractor as per specification mentioned in the price-bid.

SI. No	Items of work	Periodicity at which this work is to be attended to
i	Cleaning of surface drains, rain water pipes, terrace, Jallies and road gully, chambers and manholes.	Twice in a year (out of this one should be prior to monsoon)
ii	Removal of sludge from manholes, sewer lines and trap chamber (work may be taken up earlier also, wherever found necessary, as per site conditions/instructions from Bank officials) including carting away the sludge/debris away from the Banks premises.	twice in a year
iii	Servicing of all types of valves	Once in six months
iv	Inspection of terraces and common areas, etc. with regard to their condition and leakages etc. and report to the Bank's Engineer.	Once in quarter
V	Professional Cleaning of all water tanks (overhead, underground) in consultation with the caretaker/ Bank's engineer (tank capacity mentioned in the Annexure 12) and additional manpower shall be deployed for this work.	Once in six months

17. No labour charges will be paid separately for any repair / treatment to walls/floor of bath rooms / toilets / kitchen for arresting the leakage due to erosion/deterioration joints of sanitary/water supply installations. The rates include the work of chasing, breaking the masonry/concealed water lines &

replacing with new pipe/fittings & making good the damaged portion of wall/floor with mortar etc. The replacement of pipe will be paid as per measurement and approved rates. However, the finishing of the walls inside toilet with wall tiles/painting etc. shall be payable as extra if got done through the contractor with the approval of Engineer-in-charge.

# (B) Carpentry related work

Providing and making necessary arrangement to attend the carpentry related routine/periodic/preventive maintenance/ breakdown works in respect to Bank's residential colonies. Maintaining the installation in serviceable, clean and hygienic conditions habitation of Bank`s for proper colonies such oiling/repairing/replacement of doors/windows/wooden/metallic items, gate, repairs to cloth hanging systems etc. including deploying additional manpower if necessary, for name plates, numbers/ lettering boxes, modification of window opening /grill for air conditioner, other related works. as and when required without any extra cost.

- (i) Employing necessary carpenter and helper mentioned in Bank's respective residential complex indicated in the tender.
- (ii) All the materials used for attending repairing work or new work related to carpentry shall be with Bank's approved make of materials and the samples shall be got approved from the Bank's Engineer.
- (iv) The scope of work shall include repairing to wooden & aluminum doors/ windows shutters/ ventilators, easing, aligning the same in plumb, line and level, repairs to aluminum/ wooden curtain rods/ brackets, broken glass panes of door and window shutters, filling glass putty wherever required/ directed, fixing of new carpentry fittings/ fixtures. Oiling and greasing of all steel doors, windows, collapsible shutters, alligator shutters, main doors, hinges, etc., may be done on receiving complaints.
- (v) The replacement of new fittings/ fixtures shall consist of tower bolts, Al-drops, night latch, hinges, floor spring, door closer, drawer locks, handles etc. as approved by the Bank. The contractor shall also attend the works of setting up of all doors, minor repairs to floor springs/door closers, cabin locks, partitions, oiling

- of hinges/ drawer channels and any other carpentry fittings/fixtures, etc. as per complaints received from residents/caretakers.
- (vi) Removal of debris created due to carpentry work to be taken and disposed of outside Bank's premises at appropriate place as per statutory norms.

# (C) Electrical Maintenance /Cable TV wiring works - Residential campuses

- (i)To attend and rectify complaints in the Bank's electrical / electromechanical installations in all the flats/ complex, staircase lights, gymnasium, community hall, pump room, common area toilets, watchman cabins and dispensary etc. within 48 Hrs. from the time of receiving the complaint.
- (ii) To check all the ELCBs, Earthing of power sockets for Geysers & AC units once in a quarter. Including watering of earth's pit.
- (iii) To keep all electrical installations in up-to-date condition and complaints of any residents should not be kept pending. To clean all the electric meter room once in a month and keep the meter room in hygienic condition.
- (iv) To attend and rectify the emergency complaint after regular hours.
- (v) To register electric supply failure complaint with electricity authority and follow-up till restoration of electric supply (in the event of failure of electric supply of complete colony/common area including all staircase lighting)
- (vi) To maintain a register with colony caretaker for maintenance in consultation with Engineer-in-charge or his representative.
- (vii) To assist caretaker in maintaining electric stock book and also during dead stock reconciliation activity.
- (viii) To obtain signature of complainant and caretaker in the complaint book after rectification of complaint. To write reason for incomplete rectification of complaint in the remark column of the respective complaint in the complaint book.
- (ix) To attend and rectify the complaints related to electric chimneys installed in all flats including replacement of fused bulbs in it.
- (x) The list is only indicative. Any maintenance work not specifically mentioned above but required for healthy operation of the system concerned and for the satisfaction of the occupant/complaint will be considered in part of scope of work.
- (xi) Daily work such as timely Operation of water pump/lifting of water, DG sets, switching on/off Street lights and other common area lights etc wherever required.
- (xii) Emergency work as operation of electric mud pumps and diesel pumps during heavy rains/flooding situations.
- (xiii) Operating electrical pumps as and when required to fill OHT/UH tanks.

Other Electrical work is listed as below:

1.	Maintenance and physical inspection of the panels, bus bar chambers,		
	switches, indicating lamps and cables.		
	Checking high temperature.		
	Tightening of the nuts bolts.		
	3. Maintaining log of breakdown.		
	Physical Cleaning of the panels.		
2.	Breakdown maintenance of Street lighting.		
	<ol> <li>Checking of the street lighting and overhead lights keeping record in register.</li> </ol>		
	Checking the control boxes of all the lights and repairing the same using all the material.		
	3. Checking the earthing of the poles.		
3.	Evacuation from lifts (if available) in case of man trapping and lodging the complaints with the OEM in respect of lifts under breakdown.		
4.	Operation of water pumps, as per preset timings.		

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

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

Place Date Signature of bidder

# Section III General Rules and Instructions to the bidders

1	s in Two bid system				
	tend stipu part shou	rested bidders shall upload their Pre-Qualification (PQ) papers along with Part-I of er on the MSTC e-commerce website along with the duly filled tender within the lated date and time. The e-tender in two parts (Part I comprising of duly filled tender I, EMD, technical bid/details, and Part II comprising of duly filled-in tender Part II) ald be addressed to the Tender Inviting Authority, as specified in Schedule 'E' and all be submitted on MSTC e-commerce website. No tender will be received after the diffied date and time for receipt of tender under any circumstances whatsoever.			
2	Documents Comprising Tender/ Bid				
	Part	I: (Techno-Commercial Bid)			
	i)	Form of Tender/Bid			
	ii)	Earnest Money Deposit (EMD)/ Bid Security in original in a envelope, sealed and duly marked as EMD/Bid Security in the approved format as specified in Schedule 'E'. The scanned copy of the EMD shall be uploaded along with Part-I			
	iii)	Checklist			
	iv)	Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid			
	v)	Duly Filled-in tender document consisting of Section I to Section VII			
		Part II: (Price Bid)			
		edule of Quantities, duly filled-in			
3	Tender Fees				
	Nil				
4	Clarifications and pre-bid meeting				
	If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting.				
	by the in Seany In ca	der to explain the scope of work, other details and to clarify any issues/ queries raised be bidders, a <b>Pre-bid meeting</b> shall be arranged on <b>the date, time and venue specified chedule 'E'</b> . The bidders are advised to peruse the tender and visit the site and submit matter requiring clarification to the RBI latest by <b>12:00 PM</b> on the previous working day. The bidder wishes to include any condition while tendering for the work, he will have ubmit the same before the pre-bid meeting to enable the RBI to examine/ consider the			

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	same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting				
	but before the scheduled date of submission of the tenders. All the bidders are advised to				
1	attend the Pre-bid meeting in their own interest. Any tender received with any deviation				
	Condition is liable for rejection.				
5 <b>A</b>	Amendment to Tender document				
i)	At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by				
	a prospective Bidder, modify any part of the tender document by an amendmen				
ii)	) The said amendment in the form of the addendum/ corrigendum will be hosted on the				
	MSTC e commerce and RBI website on or before the last date mentioned in the				
	Notice Inviting Tender/ Bid. This communication shall be binding on the Bidders. The				
	Bidders are strongly advised to regularly visit the MSTC e commerce website to				
	ensure that they are aware of the amendments, if any. The addendum (s), if any,				
	issued will form part of the contract document.				
iii	i) In order to afford prospective Bidders reasonable time for preparing their Bids after				
	taking into account such amendments, the RBI may, at its discretion, extend the				
	deadline for submission of Bids.				
6 <b>It</b>	tem Rate Tender				
Т	The Bidder should note that unless otherwise stated, the tender is strictly on lump sum basis				
а	and his attention is drawn to the fact that rates for each colony should be correct, workab and self-supporting. The scope of work indicates the total extent of work, which also include				
а					
а	any other small works required to complete the intent of the scope so defined.				
7 <b>P</b>	Preparation of bid and Cost of bidding				
i)	The bidder must obtain for himself on his own responsibility and at his own expenses				
	all the information which may be necessary for the purpose of making a tender and				
	for entering into a contract and must examine the drawings and must inspect the site				
	of the work and acquaint himself with all local conditions, means of access to the				
	work, nature of the work and all matters pertaining thereto.				
ii)	) The Contractor shall be deemed to have carefully examined the work and site				
	conditions including labour, the general and special conditions, the specifications,				
	schedules and shall be deemed to have visited the site of work, to have fully informed				
	himself regarding the local conditions and carried out his own investigations to arrive				
	at the rates quoted in the tender.				
8 <b>F</b>	ormat to be used				
Т	The bidder must fill up and submit only the tender forms uploaded by the RBI, stating at				
rate he is willing to undertake work in each colony. Tenders, which propose any alte					
th	the work specified in the said form of invitation to tender, or which contain an				
	conditions of any sort, including conditional rebates, will be liable for rejection disqualification. However, if they desire to submit additional information, they may do so				
	own letter head/paper. Each page of tender forms shall be signed and upload in MS				
1	website.				
9 <b>F</b>	illing of Rates				
i)	Rates should be quoted for work in each colony both in figures and words in				
'	columns specified in the Schedule of Quantity. Care shall be taken to avoid				
	discrepancy in the rate given in figures and words. The amount for each item shall				
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		be worked out by the system and requisite totals shall be filled in the specified column.					
	ii)	In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.					
	iii)	No request for any change in rate or conditions after the opening of the tender will be entertained.					
10	Earnest Money Deposit (EMD)/Bid security						
	'	The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for amount as specified in Schedule 'E' in the manner as specified in Schedule 'E'.					
	ii) A	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.					
	· /	Inder no circumstances, Earnest Money Deposit will be accepted in the form of fixed leposit receipt of Bank or Insurance Guarantee or cheque.					
	v a	Release of EMD: The Earnest Money Deposit of tenders other than successful enderer shall be returned/refunded on expiry of bid validity (including extended ralidity) or on award of work to the successful tenderer whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released					
	F	Ifter submission of Performance Guarantee (which is 5% of the contract value). Forfeiture of EMD: The EMD will be forfeited (i) if the vendor / contractor withdraws and after opening of the Price Bid or (ii) if the vendor / contractor fails to commence the work after award within the prescribed time limit (iii) Violation of Integrity Pact					
11	Signing	Signing of Bid, Power of Attorney					
	p	Each of the tender documents should be filled and uploaded by the person having proper authority to do so and under his/ her digital signature in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.					
	ii) T a fi fi	The tender submitted on behalf of a firm must be digitally signed by a person holding power-of attorney authorizing him to enter into the proposed contract on behalf of the rm, such power of attorney shall be uploaded with the tender. It must disclose that the rm is duly registered under the Indian Partnership Act, 1952, otherwise the tender hay be rejected by RBI.					
	p d n	Bidders shall submit, along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid locuments authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed pereto.(Refer Annexure5)					
12	Modific	ation / substitution / Withdrawal of Bids					
	1 /	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.					
	is	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants be resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.					

### 13 **Bid Due Date**

Bids should be received on or before the stipulated time and date as specified in Schedule 'E' / SOT. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.

#### 14 Late Bids

Any Bid received after the last date and time specified for submission of Bids in Schedule 'E' or after the extended Bid due date, if any, will be treated as "Late Bid" and will not be opened /considered by RBI.

## 15 Opening of Bids

The duly filled e-tender Part I, EMD along with Pre-qualification documents, technical details, etc., called Part I of the tender, will be opened on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E', or his authorized representative in the presence of authorized representatives of the bidders who choose to be present.

During scrutiny of part-I, if any document/ information is found missing or any additional document/information is required from bidder, the bidder shall be advised to provide the same to the RBI within the stipulated time as advised by the RBI. Failure to provide required document/information within the specified time will lead to rejection of the bid at the discretion of RBI.

The duly filled-in e-tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.

During scrutiny of part-2, bidder may require to provide **wage analysis** as per mentioned format at <u>annexure 13</u>, the bidder shall be advised to provide the same to the RBI within the stipulated time as advised by the RBI. Failure to provide required document/information within the specified time will lead to rejection of the bid at the discretion of RBI.

## 16 **Bid Validity**

Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' from the date of opening of the Part- I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.

## 17 Clarification & Evaluation of Bids

RBI would subsequently examine and evaluate bids as below:

- i) Price Bids of only those Bidders who are technically qualified shall be opened.
- ii) Rates guoted for each item shall be considered during verification/ scrutiny.
- iii) If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
- iv) Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
- v) To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought,

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		offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.					
	vi)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.					
	vii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.					
	viii)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.					
18	Acce	ptance of Tender and Award of Work					
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether						
19		such formal agreement is or is not executed subsequently.  Performance Guarantee					
	The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto (Refer Annexure4).  This Performance Bank Guarantee shall be extended further for the extended period of the contract i.e. maximum of two years after expiry of one year contract period (Clause 1 of GCC).						
20	Taxe	s/ Duties/ Levies					
	i)	GST, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.					
	ii)	The successful tenderers may also note that RBI reserves the right to deduct TDS on contract amount as applicable and to be levied under relevant Act, from the bills and amount due to them from bank and remit the same directly to the Government.					
21		ract Period					
	Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies). The maintenance contract period is initially for one year. The contract shall be considered for further renewal for maximum two occasion (one year or						

fraction of one year at a time) on same terms and conditions at the discretion of the Bank provided the Bank finds the services of the Contractor satisfactory.

- (i) The Contractor must submit a fresh Agreement, Performance Bank Guarantee, and Insurance policies for the renewed Contract amount, valid for the duration of the renewed Contract period, in case the Contract is renewed or extended.
- (ii) The renewal contract amount shall be based on CPI Indices for industrial workers published by labour bureau, Ministry of Labour and Employment, Government of India. Within the AMC period any revision in minimum wages and taxes in between by the Government shall be borne by the firm.
- (iii) Sample calculation for percentage increase for renewal of contract is below:

Percentage increase for renewal on contract: {(CPI – CPIo) / CPIo}X100 CPI - Latest published Consumer Price Index for industrial workers for Mumbai declared by Labour Bureau, Government of India at the time of renewal.

CPIo - Consumer Price Index for industrial workers for Mumbai declared by Labour Bureau, Government of India during the month of due date of receipt of tender for first renewal. For second renewal, CPI of first renewal will be the CPIo.

If the increase is negative / CPI is lesser than CPIo, there will not be any decrease or increase in the amount at the time of renewal.

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

## 22 Employer's/Bank's right to accept or reject any or all the bids

Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.

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

Place Date Signature of bidder

## **Section IV**

## **General Conditions of the Contract**

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

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		otherwise, then the <b>net price</b> of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression " <b>net rates</b> " or " <b>net prices</b> " when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.	
Scope and performan ce	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.	
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents. None of these documents shall be used for any purpose other than that of this contract.	
Works to be carried out	6.	other printed and published documents. None of these documents sha	

	seven days, and if the same is not approved/ disapproved Engineer-in-charge in writing within a further period of seven			
		such shall be deemed to be Employer's Instructions within the scope		
		of the Contract.		
Sufficienc	7.	·		
y of		to the correctness and sufficiency of his tender for the works and of the		
Tender		rates and prices quoted in the Schedule of Quantities, which rates and		
		prices shall, except as otherwise provided, cover all his obligations		
		under the Contract and all matters and things necessary for the proper		
		completion of the works.		
Discrepa	8.	The several documents forming the Contract are to be taken as mutually		
ncies and		explanatory of one another, special conditions being followed in		
Adjustme	0.4	preference to General Conditions.		
nt of	8.1	In the case of discrepancy between the schedule of Quantities and/ or		
Errors		the Specifications, the following order of preference shall be observed:-		
(order of		<ul><li>i) Description of Schedule of Quantities.</li><li>ii) Particular Specification and Special Condition, if any.</li></ul>		
preferenc				
e)		, , ,		
		iv) General Specifications.		
	8.2	v) Indian Standard Specifications of B.I.S  If there are varying or conflicting provisions made in any one document		
	0.2	forming part of the contract, the Competent Authority as defined in the		
		schedule 'F' shall be the deciding authority with regard to the intention of		
		the document and his decision shall be final and binding on the		
		contractor.		
	8.3	The Schedule of Quantities, unless otherwise stated shall be deemed to		
		have been prepared in accordance with standard method of		
		measurement. Any error in description or in quantity in Schedule of		
		Quantities or any omission of items therefrom shall not vitiate the Contract		
		but shall be rectified and the value thereof, as ascertained under clause 12		
		hereof shall be added to, or deducted from the Contract amount (as the case		
		may be) provided that no rectification or errors, if any, shall be allowed in the		
		contractor's Schedule of rates. The above discrepancies in Schedule of		
		Quantities shall not release the Contractor from the execution of the		
		whole or any part of the works comprised therein according to		
0		specifications or from any of his obligations under the contract.		
Signing of	9.	The successful tenderer/contractor, on acceptance of his tender by the		
Contract		Employer, shall, within 14 days from the stipulated date of start of the		
		work, sign the contract consisting of: - i) Articles of agreement on non-judicial stamp paper/s of		
		appropriate values (The cost of the stamp paper/s shall be		
		borne by the contractor. One Certified copy of the agreement		
		will be handed over to the contractor by the Employer)		
		ii) the notice inviting tender, all the documents including drawings,		
		if any, forming the tender as issued at the time of invitation of		
		tender and acceptance thereof together with any		
		correspondence leading thereto.		
		No payment for the work done will be made unless contract is signed by		
		the contractor.		

## **CLAUSES OF CONTRACT**

	CLAU	SE 1
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Bank Guarantee of 5% (Five percent) of the Contract amount for his proper performance and security towards due fulfillment of his obligations under the contract, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.
	ii)	The Performance Bank Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the contract gets extended/ renewed, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After satisfactory completion of performance by the contractor and certified by the Engineer-in-charge, the performance guarantee shall be returned to the contractor, without any interest.
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
		a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
		b) Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
	iv)	c) Breach of any condition of the contract by the contractor In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
	CLAU	SE 2
Compensation for Delay		If the contractor fails to comply to the timelines specified to attend the maintenance/ rectification works, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated and as per the authority specified in schedule 'F' (whose decision in writing shall be final and binding)

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	i)	Compensation at the rate as specified in schedule 'F' on per day basis, provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work.
	ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer.
	CLAU	JSE 3
When Contract can be Determined		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract
	ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions .
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-incharge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
	iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
	v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

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

xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.  When the contractor has made himself liable for action under any of
	the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:
	a) To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	b) After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Engineer-in-charge shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid

		by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Engineer-in-charge shall be final and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer.  In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the
		Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
	CLAUS	SE 3A
	a)	In case, the work cannot be started due to reasons not within the control of the contractor within two months, either party may close the contract.
	b)	If the payment of the amount payable by the Employer under Certificate of the Engineer-in-charge shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Engineer-in-charge or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Engineer-in-charge and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.  In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be
-	d)	eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days:
	/	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit.

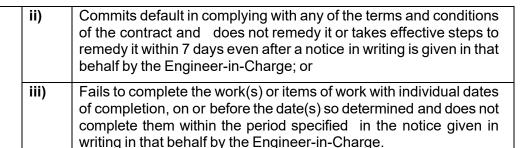
	CLAUSE 3B	
Termination of Contract in case of death of Contractor	,	
	CLAUSE 4	
Contractor liable to pay Compensation even if action not taken under Clause 3	In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.	
	CLAUSE 5	
	5.1) The work is Completely of Facility Management (Technical Services) trade. The time allowed for execution of the Works as	

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Time and Extension for Delay		specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later.
	5.2)	If the work(s) be delayed by: -
	i)	force majeure, or
	ii)	abnormally bad weather, or
	iii)	serious loss or damage by fire, or
	iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
	v)	delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
	vi)	non-availability of stores, which are the responsibility of Employer to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	viii)	any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.
		then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
	5.3)	Request for extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
	5.4)	In such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 2 weeks of the date of receipt of such request respectively. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.
	CLAU	SE 6

Measurements of Work Done	i)	The contract is item rate contract. Engineer-in-Charge shall, except as otherwise provided, ascertain the value in accordance with the contract.
	ii)	Record of all items (materials), to be provided as replacement and having financial value shall be entered in the material consumption register so that a complete record is obtained of all materials provided under the contract.
	iii)	All records shall be checked/verified jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time and such records/ measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for joint checking/ verification of records/ measurements.
	ix)	It is also a term of this contract that recording of measurements of any item in the measurement book shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor, shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the contract.
	CLAU	SE7
Payments	a)	No payment shall be made to the Contractor if the Contractor fails to take the specified Insurance policies and keep them valid till the contract duration.
	b)	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
	c)	The amount admissible shall be paid within the specified period of honoring certificates in the schedule 'F' after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if all required details/ documents. In case of delay in payment of monthly bills after 30 working days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
	CLAU	SE 8
Contractor to Keep Site Clean		The contractor shall ensure to keep the site/ place of work clean at all times. As the work is going to be carried out mostly in occupied premises/ flats, the contractor shall take due care to clean the work area after completion of work, before leaving the place. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking

		such action, the Engineer-in-Charge shall give one day's notice in
		writing to the contractor.
	CLAU	SE9
Payment of Contractor's Bills	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge
through electronic means		(1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format
		(2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank.
		While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
	ii)	Nothing herein contained shall operate to create in favor of the bank any rights or equities vis-a- vis the Employer.
	CLAU	SE 10
Materials to be provided by the Contractor, whenever	i)	The contract includes provision of labour along with tools, tackles, machinery, indoor ladder, scaffolding for external work etc. and consumables and spares such as lugs, tapes, washers, nuts/ bolts, screws, grease, cotton waste etc. required for the works.
instructed by the Engineer-in- charge or his representative	ii)	Whenever any item/material needs to be replaced, the same shall be brought to the notice of Engineer-in-charge or his representative in writing and with his/ her approval, the same shall be purchased and provided by the contractor. The material shall be of approved make/ model.
	iii)	During visit of Engineer-in-charge or his representative to the colony, the contractor shall arrange to show the material replaced to him/ her at the earliest opportunity and get his signature on the register.
	iv)	The contractor shall prepare flat wise data in each colony for all the materials replaced during the month and copy of the same shall be enclosed along with his monthly bill. There shall be separate lists for electrical and allied items and carpentry/ plumbing and allied items for each colony.
Work to be	CLAU	
Executed in Accordance with Specifications, Orders etc.	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the instructions in writing in respect of the work signed by the Engineer-in-Charge or his representative.
	ii)	In the case of any class of work for which there is no specifications mentioned, such work shall be carried out in

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		accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
Action in case Work	CLAUS	SE 11 A
not done as per Specifications	i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized representatives and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
	ii)	The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
	CLAUSE 12	
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	
	CLAUS	SE 13
Carrying out part work at risk & cost of contractor	If contractor:	
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or



The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

a)	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and

	if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.
Dismantled	CLAUSE 14
Material Employer's Property	The contractor shall treat all materials obtained during dismantling, etc. as Employer's property and a list of all such materials shall be prepared and handed over to the Employer from time to time, preferably on monthly basis. The Employer shall take action for its disposal. Till such time, the contractor shall store them properly at the specified place.
	CLAUSE 15
Contractor Liable for Damages, defects during contract period	If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever during the Contract Period, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge may employ and pay other persons to amend and make good such defects, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the cost of amending such work, together with any expenses the Employer may have incurred in connection therewith. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.
All relevant	CLAUSE 16
Statutory Laws to be complied by the Contractor	i) The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child

		Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central) Rules, 1950.
	ii)	The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
	iii)	The contractor shall comply with the provisions of Code on Wages,2019, Employees Liability Act, 1938, Employees Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
	iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
	v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
Work not to be	CLAU	SE 17
The whole of the works included in the contract shall be exect contractor and the Contract or any part/share thereof or a therein shall not be assigned or sublet without the prior writter the Employer, and no undertaking shall relieve the Contractor and entire responsibility of the Contract or from active supering the works during their progress.  And if the contractor shall assign or sublet his contract, or at so, or become insolvent or commence any insolvency promake any composition with his creditors or attempt to do so, or gratuity, gift, loan, perquisite, reward or advantage protherwise, shall either directly or indirectly, be given, promise by the contractor, or any of his servants or agent to any pub person in the employment of the Employer in any way relating to employment, or if any such officer or person shall become in any or indirectly interested in the contract, the Engineer-in-Charge on Employer shall have power to adopt the course specified in Clarence in the contract, the course specified in Clarence in the contract in the course specified in Clarence in the course specified in		the contractor shall assign or sublet his contract, or attempt to do become insolvent or commence any insolvency proceedings or any composition with his creditors or attempt to do so, or if any bribe, ty, gift, loan, perquisite, reward or advantage pecuniary or vise, shall either directly or indirectly, be given, promised or offered a contractor, or any of his servants or agent to any public officer or in in the employment of the Employer in any way relating to his office or syment, or if any such officer or person shall become in any way directly rectly interested in the contract, the Engineer-in-Charge on behalf of the over shall have power to adopt the course specified in Clause 3 hereof interest of Employer and in the event of such course being adopted, the quences specified in the said Clause 3 shall ensue.
Authorities and Notices		SE 18
1100003	(i)	The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the relevant installation is connected and shall not make any deviations in violation of the statutory provisions.
	(ii)	The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or 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.
Payment of wages:	CLAU	SE 19 A
	i)	The contractor shall pay to labour employed by him, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	iii)	The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
	iv)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
	v)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
	vi)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.
	CLAU	SE 19 B
	perfor at his Code	pect of all labour directly or indirectly employed in the work for the mance of the contractor's part of this contract, the contractor shall own expense arrange for the safety provisions as per the Safety annexed and shall also at his own expense provide for all facilities nection therewith.
	CLAU	SE 19 C
	from to emploor	ngineer-in-Charge may require the contractor to dismiss or remove the site of the work any person or persons in the contractor's yment upon the work who may be incompetent or misconduct himself ne contractor shall ESTATE OFFICE, forthwith comply with such ements. The contractor shall issue identity cards to the labourers

	employed by him and he shall be responsible for any untoward action on	
	the part of such labour.	
Employment of high skill/skilled/semi- skilled / unskilled workers	CLAUSE 19 D	
	i) The contractor shall deploy /high skill/skilled/semi-skilled/ un skilled tradesmen who are qualified and experienced. If the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to deploy qualified tradesmen will attract a compensation to be paid by contractor at the suitable rate as specified in scheduled – F Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.	
Contribution of	CLAUSE 19 E	
EPF, ESI	The ESI, EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted.	
Ensuring	CLAUSE 19 F	
Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.	
Recovery of	CLAUSE 20	
Compensation paid to Workmen	In every case in which by virtue of the provisions of the Employees Compensation Act, 1923, or any statutory modification or reenactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under	

Changes in firm's Constitution to be intimated	this contract or otherwise. Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.  CLAUSE 21  Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have
	the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 17 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 17.
Contractor to	CLAUSE 22
Supply labour, Material (wherever required), Machinery, Equipment, Tools & Plants etc.	The contractor shall arrange at his own expense all labour, consumable materials (such as washers, lugs, nuts bolts, screws, grease, cotton waste, tapes etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, indoor ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Contractor shall also provide any item to be replaced in place of damaged item with prior approval of the Engineer in charge or his representative.
	CLAUSE 23
Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, , specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
	i) The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and

	binding on the parties hereto and shall be without appeal. Such
	decision may be in the form of a final certificate or otherwise.
ii)	All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.
	But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three person names and forward to the contractor to select one among them as arbitrator.  The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision.  The arbitrator shall make his or their award within six months (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.  Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator, but shall proceed with the works with all due diligence and shall until the decision of th

	the contract. The place of Arbitration shall be as specified in
Contractor to	Schedule 'F'.
Contractor to indemnify <b>Employer</b> against Patent Rights	CLAUSE 24  The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
Withholding and lien	CLAUSE 25
in respect of sum due from contractor	Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim.  It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.
	ii) Employer shall have the right to cause an audit and technical examination of the works and the bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the

	amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon				
	whatsoever.				
Lien in respect of	CLAUSE 25A				
claims in other Contracts	Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere.				
	It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.				
Employer's water	CLAUSE 26				
and Electricity supply,	Water and Electricity is available at site and may be used by the contractor for the works free of cost, subject to the condition that the contractor shall make his/her own arrangement to take supply from the nearest source available.				
Insurance in respect of	CLAUSE 27				
damages to Persons and Property	(a) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site				
1 Topolty	<ol> <li>Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk.</li> </ol>				
	ii. Employees' Compensation Policy for all employees deployed at site.				
	iii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per the following details:				
	<ol> <li>For injury to persons – Rs 5 Lakh per person per accident.</li> <li>For damage to property – Rs 2 Lakh per accident with a ceiling of Rs 25 Lakh (1&amp;2) per annum</li> </ol>				
	(b) All insurance policies shall be taken in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works (within 14 days of award				

<u>of work</u>). For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.

- (c) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.
- (d) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.
- (e) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.
- (f) Copy of the insurance policy is to be submitted to the <u>before</u> <u>commencement</u> <u>of work (within 14 days of award of work)</u>, failing which the Bank reserves the right to terminate the Contract.
- (g) The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.

The Contractor shall 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/her employees or agents.

## Employment of Technical Staff and employees

#### CLAUSE 28

Contractor's Superintendence, Supervision, Technical Staff & Employees

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract.

The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates of the staff.

The site supervisor shall be present at the site of work for supervision and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. The site supervisor and technical representative(s) shall be available at site fully during the specified durations and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions. Site supervisor shall be responsible for joint measurements of work wherever required and take signature of the engineer in charge/ Bank's official. Necessary site Registers viz.

		complaint register, Material receipt/consumption register/ Labour attendance register, log book etc. shall be strictly maintained by him on daily basis and got duly authenticated from Caretaker or Bank's representative. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.	
		If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such site supervisor and/ or technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Site supervisor, and/or technical representative(s) and if such appointed persons are not effectively present or are absent by more than two continuous days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to instruct the contractor for providing suitable replacement staff immediately and the contractor shall comply ESTATE OFFICE, Forthwith. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Technical staff and employees employed by him) along with every bill and shall produce evidence if at any time so required by the Engineer-in-Charge.	
	ii)	The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such supervisory staff as are competent to give proper supervision to the work.	
		The contractor shall provide and employ highly skilled, skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.	
	iii)	The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.	
Levy/Taxes	CLAUSE 29		
payable by Contractor	i)	Goods and Services Tax (GST), Building and other Construction Workers Welfare Cess or any other tax/duty or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.	
	CLAU	SE 30	

Conditions for reimbursement of levy/taxes if levied after receipt of tenders	i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.		
	ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.		
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.		
Other Persons	CLAUSE 31			
employed by Employer				
	CLAUSE 32			
Direction and approval of Engineer-in-charge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.			
	CLAUS	SE 33		
	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.			
Prevention of Sexual	CLAUS	SE 34		
harassment at workplace	i) The contractor shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013 or/ and any statutory modification thereof".			

		<del>_</del>		
	ii)	The contractor shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.		
	iii)	Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.		
	iv)	The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employees, if sexual harassment by the employee of the contractor is proved.		
	v)	The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.		
Non-Disclosure Pact	CLAU	SE 35		
	mater which the co agree confice and co under permi or tec Emplo suffer inform contractaim The confice manual confice whate	The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.  The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.  The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.		
GST Clause		erers may please note that base rates should be quoted usive of GST. However, the bidders shall quote separately		
		upplicable GST in respective rows, failing which the bids		
		are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from		
		payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the		
		evaluation of bids shall be on base rate only.		

Addition
and/or Deletion
of
property/scope
of work

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

Place Signature of bidder Date

NAME: Address: Mobile No. E mail:

# Section V SPECIAL CONDITIONS OF CONTRACT

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

	1		
	iv)	It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary equipments, scaffoldings and safety gadgets, and other lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.  The procurement and supply of all tools - tackles and	
	<b>V</b> )	consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.	
	vi)	Responsibility for obtaining all statutory approvals related to the work lies with the CONTRACTOR.	
	vii)	CONTRACTOR shall take all steps to see that normal functioning of Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, excavated earth and equipment should not make any hindrance for the movement of other vehicles and people.	
	viii)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.	
	ix)	The contractors shall follow security rules and regulations of the Employer, including work permissions/ gate passes etc. The contractor shall arrange to get police verification done for all the staff deployed at Employer's premises before engaging them for the work.	
	x)	The contractor shall provide Uniform and suitable protective clothing as per weather conditions and I-cards to their staff posted at Employer's premises.	
	xi)	Manpower deployed should not be in medical category i.e. should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from registered medical practitioner with qualification not less than MBBS as produced for verification by contractor.	
Role of	CLAUSE SC 3		
employer	The Employer (Reserve Bank of India, Mumbai) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.  CLAUSE SC 4		
Improphing of Old			
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions. For site visit, the intending tenderer may contact the Employer.		
	CLAU	JSE SC5	
	i)	The Contractor shall be required to complete the following	
	-		

Allowing access to		docı	umentation about the work within fourteen days from the	
the work site		date	of award of work at its/his own cost:	
		a)	Signing of the agreement on adequate value of non- Judicial stamp paper as per the approved format	
		b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'	
		c)	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee	
		d)	Obtaining and submitting the original Labor License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for Obtaining the Labor License	
		e)	Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Engineer-in-charge	
		f)	Submitting the proof of having applied for police verification for all the staff identified to be posted at Employer's premises.	
		g)	Submitting medical fitness certificate for all the labor/staff proposed to be deployed at Employer's premises (issued by any registered Medical Practitioner not more than one month prior to date of deployment)	
	ii)	requistant site. shall work due is lat to the	complying to the above documentation and other statutory irements required to be complied by the Contractor before of work, the Contractor shall be allowed access to the work. The scheduled date of commencement of contract period be reckoned from the fourteenth day of the date of award of or the date of allowing access to the work site (if delay is to any reasons beyond the contractor's control), whichever ter. However, any delay in allowing access to the work site to Contractor on account of non-submission of the above ments/ details shall not be considered for extension of time	
	CLA	JSE S	C6	
Further Instructions	The Engineer-in-Charge shall have full power and authority to issue instructions to the Contractor from time to time during the progress of the maintenance Works and the Contractor shall carry out and be bound by the same.			
	CLAUSE SC 7			
Contractor's Barricades	i)	situa	ractor shall suitably barricade the work area, whenever tion so requires, at his own cost so as to ensure safety of his men and other residents/ members of public	

	ii)	The Contractor shall provide suitable construction safety nets to prevent damage to man / material at work site without any extra cost	
	CLA	USE SC 8	
Protection of existing Services to adjacent properties/ Bank's premises	During the execution of work, adequate care shall be taken by the Contractor so that the Power supply, Water and Drainage system, etc which may be having common line serving to adjacent properties including Bank's premises shall not be disturbed. If any of these services are disturbed due to any work undertaken by the Contractor, the Contractor shall take all initiative to get the same restored at the earliest. No extra amount shall be paid on this account.		
Site Facilities		USE SC 9	
	Contractor's site office CONTRACTOR shall arrange his site office and storage space for keeping own tools/tackles and other materials for performance of work under this contract. Whereas space will be provided by the RBI free of cost, the creation of office, their safety and security including safety of materials as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.		
Tools and Tackles	CLAUSE SC 10		
	The CONTRACTOR shall provide all equipment/ machinery, tools tackles to execute the work under the contract.		
Works to be	CLAUSE SC 11		
carried out by licensed technicians and	a)	The supervisor at each site shall be Degree holder in Civil Engineering (B-Tech / BE etc.) with two years of experience or Diploma holder in Civil Engineering with five years experience.	
qualified supervisors	b)	All electrical works shall be carried out through a licensed Electrician. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements.	
	c)	All plumbing works shall be carried out through an experienced plumber. The plumbing connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the plumbing works done by the CONTRACTOR. All carpentry works shall be carried out through an experienced carpenter.	
	d)	Wherever any statutory approval/ license/ NOC is required at any stage during the work, the Contractor shall obtain the same by engaging service of licensed technician, by paying the requisite statutory fees/ deposit to the statutory authority directly and shall submit the original receipt to the employer for	

		reimbursement. The Contractor shall be responsible for the liaison and follow-up with the statutory authority concerned for	
	e)	the purpose.  All the licensed personnel shall be required to submit the details in the approved format as per the annexure.	
Interference with	CLAUSE SC 12		
traffic and		perations necessary for the execution of the works shall, so far as	
adjoining		compliance with the requirements of the concerned statutory	
properties	authorities, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.		
Documents to be	CLA	USE SC 13	
maintained at site	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.	
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.	
	c)	After completion of contract period, the Contractor shall submit the duly completed registers/ documents to the Engineer-in- charge.	
Performance of	CLAUSE SC 14		
contractor and Monitoring by the Employer	i)	The site supervisor of the contractor shall record attendance of all the technicians and helpers deployed by the contractor against the contract on daily basis and show it to Bank's officials whenever demanded by them. Attendance of deployed workers and supervisory staff shall be strictly recorded with Biometric systems.	
	ii)	The contractor shall take up repairs against the complaints recorded in complaint register/ advised through mail/ over phone by officials of Employer with the help of site supervisor, technical staff and helpers deployed by him.	
	iii)	The site supervisor of the contractor shall take rounds of the premises and take necessary action for taking up repairs in common areas wherever observed, in addition to the complaints recorded in complaint register/ advised through mail/ over phone etc.	
	iv)	The contractor and his staff posted at site shall ensure to attend to any complaint/ service request within 48 hours generally from the time of receiving the complaint. However, in case the complaint cannot be attended to during the said period due to	

Т	any reason or for want of material, the fact shall be brought to
	any reason or for want of material, the fact shall be brought to the notice of the resident and the concerned caretaker and action
	shall be initiated to attend to the complaint at the earliest.
v)	The complaint register shall always be kept updated and shall
	be put up to the Engineer-in-charge or his representatives during
	their visit to the colony. It should capture the action taken against
	any complaint/ service request, material used, if any, date of
	attending to the complaint etc. as per the approved format.
vi)	For replacement of any material costing more than Rs 500/-,
	prior approval of the concerned engineer-in-charge or his
	representative shall be obtained in writing or any means of
	communication.
vii)	The list of materials replaced during any week shall be shown to
	the concerned official of the Bank during their visit and their
::	approval/ acknowledgement shall be taken.
viii)	The list of removed damaged/ unserviceable articles shall also be prepared by the contractor and the removed material shall be
	stacked at the specified place in the premises. The list shall be
	forwarded to the engineer-in-charge on monthly basis. The
	Employer shall take appropriate action for its disposal.
ix)	In case a complaint of urgent nature (such as power failure/
" '	water leakage, etc.) is lodged beyond the duty time of the
	contractor's staff, he shall arrange to take prompt action for
	attending to the complaint at the earliest at no extra charge.
x)	The contractor shall also liaise with the statutory authorities
	(such as BEST, MTNL, MCGM etc.) in case service is disrupted/
	affected due to fault at their end and get it attended at the
	earliest. While doing so, if any statutory payment is required to
	be made to any statutory authority, he shall make the payment
	and take reimbursement from the Bank by submitting his claim
	along with the original bill and receipt.
xi)	The contractor shall also maintain following records at site
<del>                                   </del>	A Details of material used against any complaint, date and
	flat wise and the approval received from Bank's
	representative
	B Delivery challans and tax invoice for all materials for
	carpentry/ plumbing, electrical and allied works, used
	during the month.
	C Attendance register of all the staff deputed by the contractor
	at site
	D Separate complaint registers for:
	i) Carpentry and allied works
	ii) plumbing and allied works
	iii) Electrical/Mechanical and allied works iv) Leakage / Seepage
· · · · · · · · · · · · · · · · · · ·	

		Е	Record of payments made to the workers at site
	xii)		pployer's representative or Engineer-in-charge or his
	XII)		proyer's representative or Engineer-in-charge or his presentative shall monitor the performance of the contractor
			a periodical basis about timely attending to the complaints,
			ality of work carried out etc.
	CLA		SC 15
Billing and Terms	i)		e work is in the nature of lump sum contract towards Complete
of payment	'/		cility Management (Technical Services). After providing
			isfactory services during the month, in the first week of next
			nth, the contractor shall submit his bill for the contract work,
		col	ony wise to Estate Office along with following documents:
		a)	The copy of the complaint registers (carpentry, plumbing etc.
			and electrical and allied works), duly authenticated by the
			concerned caretaker.
		b)	The copy of the attendance registers (biometric attendance)
			of the staff deployed at site
		c)	Checklist indicating validity of the labor license, all the
		-11	Insurance Policies, PBGs
		d)	Certificate of employment of Site Supervisor and other technical workmen.
		e)	Documents (Bank statement etc.) showing the proof of
		0)	monthly payment to the supervisor and technical workmen
			deployed at site.
		f)	Documents showing proof of having deposited the
			contributions towards PF, ESI etc. (as applicable) for all the
			staff deployed at site
		g)	Declarations as per Annexure11
	ii)		e contractor shall also submit one bill for the material used
			ing the month, colony wise, along with following documents:
		a)	The copy of the job sheets (carpentry, plumbing etc. and
			electrical and allied works), requiring replacement of
			materials, duly authenticated by the concerned resident and the caretaker.
			the caletaker.
		b)	Details of material used against any complaint, date and flat
		,	wise and the approval received from Bank's representative
		c)	Delivery challans and tax invoice for all materials for
		<b>_</b>	carpentry/ plumbing, electrical and allied works, used
			during the month.
	iii)	The	Bank reserves the right to refuse to accept the bill, if any of
			document as above is not submitted along with the bill.
	iv)		ce the bill is received along with all the required documents,
			payments due to the Contractor shall be released through
		NE	FT within the specified period for honoring the certificates.

V	)	All statutory deductions shall be made from the payments due to the Contractor.
V	,	The payments made to the workers has to adhere to the minimum wages by CLC (by Govt. of India).

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

#### **SECTION VI**

#### Schedule A

#### **Notes for Schedule of Quantities**

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

# SCHEDULE - B Health and Sanitary Arrangements for Workers Employed by Contractor

1	Defi	finition						
		Worl	k place means the place where the contract work is to be executed.					
2	FIRS	ST-AID Facilities						
	(i)	easil	At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less han one box for 150 contract labour or part thereof ordinarily employed.					
	(ii)		first-aid box shall be distinctly marked with a red cross on white back nd and shall contain the following equipment: -					
		1)	6 small sterilized dressings.					
		2)	3 medium size sterilized dressings.					
		3)	3 large size sterilized dressings.					
		4)	3 large sterilized burn dressings.					
		5)	1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.					
		6)	1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.					
		7)	1 snakebite lancet.					
		8)	1 (30 gms.) bottle of potassium permanganate crystals.					
		9)	1 pair scissors.					
		10)	1 bottle containing 100 tablets (each of 5 gms.) of aspirin.					
		11)	Ointment for burns.					
		12)	A bottle of suitable surgical antiseptic solution.					

	iii)	Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.				
	iv)	Nothing except the prescribed contents shall be kept in the First-aid box.				
	v)	The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours.				
	vi)	A person in charge of the First-aid box shall be a person trained in First-aid treatment.				
3)	Anti	Anti-Malarial Precautions				
	to hi	contractor shall at his own expense, conform to all anti-malarial instructions given m by the Engineer-in-Charge including the filling up of any borrow pits which have been dug by him.				
4)	Compliance to any other instructions issued by statutory authority					
	In addition to the above, the contractor shall comply to any other instructions issued by statutory authority from time to time in connection with Health and safety arrangements for workers without any delay or additional cost.					

#### SCHEDULE C

#### SAFETY CODE

- 1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ½ to 1(½ horizontal and 1 vertical.)
- 2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
- 4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
- Safe means of access shall be provided to all working platforms and other working 5. places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (111/2") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least 1/4" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
- 6. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to: -
  - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
  - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
  - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and

- of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on any work. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
  - (a) No paint containing lead or lead products or product containing these pigment shall be used except in the form of paste or ready-made paint.
  - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having paint is dry rubbed and scrapped.
  - (c) Overalls shall be supplied by the contractors to the workmen and shall be worn by working painters during the whole of working period.
  - (d) Adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - (e) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - (f) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
  - (g) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
  - (h) Employer may require medical examination of workers, when necessary.
- 7. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
  - (i) The contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work.
- 8. All scaffolds, ladders and other safety devices mentioned or described herein shall

- be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 10. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labor Officer or Engineer-in-Charge of the Employer or their representatives.
- 11. Providing umbrellas, torch etc. to his all staff if required.

Notwithstanding the above clauses from (1) to (11), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the country.

# SCHEDULE D

# **LIST OF DOCUMENTS TO BE MAINTAINED AT SITE**

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

# Schedule E

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

		,
Bids in Two Bids System	1	e-Tender Inviting Authority – The Regional Director, Reserve Bank of India, Estate Cell, Reserve Bank of India, 1st floor, Dr AR Nair road, near Maratha Mandir, Byculla, Mumbai – 400008.
	2	Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)
		Office – Estate Cell, 1st Floor, Office Building, Reserve Bank of India, Byculla, Mumbai - 400008
		Due Date and Time for receipt of e-Tender/ Bid - 31.12.2025 till 2:00 PM
Clarifications and pre-Bid Meeting	3	Date and Time of Pre-Bid Meeting- 19/12/2025 at 12:00 PM Venue - Estate Cell, 1st Floor, Office Building, Reserve Bank of India, Byculla, Mumbai - 400008 or on a venue as will be decided by the Bank
Earnest Money Deposit	4	<b>EMD</b> – <b>Rs. 3,80,000</b> /-in the form of Bank Guarantee as per proforma annexed hereto or NEFT
Bid Due Date	5	31.12.2025 till 2:00 PM
Opening of Bids	6	31.12.2025 till 3:00 PM
Bid validity	7	<b>Bid validity</b> – Four Months from the date of opening of Part-I of the tender

# Schedule F

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

Definitions		
Delimitions		
	i)	Providing Facility Management Services (FMS) for day to day maintenance of Bank's residential quarters in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/ Mechanical etc. under supervision by providing specified manpower in respective trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies).
	ii	-
	iii	
	V	The Engineer-in-charge – Deputy General Manager (Tech)/ In charge of Estate Cell Byculla, Reserve Bank of India, Mumbai
	ίλ	The percentage mentioned to cover all overheads and profits – 15%
Discrepancies and Adjustment of Errors (order of preference)		he Competent Authority - Regional Director, Reserve Bank f India, Mumbai

# **CLAUSES OF CONTRACT**

Performance	CLAUSE 1	
Guarantee	(i)	Time allowed for submission of Performance Guarantee
		from the date of award of work – 14 days
	(ii)	Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above without penalty – 7 days
	(iii)	In case of delays in submission of Performance Guarantee beyond allowable extension of time specified in (ii) above charges for delay in submission of Bank Guarantee shall be recovered from the bills of the contractor at Bank Rate.
Compensation	CLAUS	SE 2
for Delay	Authority for fixing compensation under clause 2 – Engineer-in- charge	

Time and	From Rs 2 Pensover Mini	alty for delay in attending to the complaints beyond 48 hours the time of receiving the complaint without valid reason – 25/- per day per complaint.  alty will be recovered on quarterly basis from months bill, above the Labour payment done according to the mum Wages Act as per CLC (Govt. of India).	
Extension for Delay		of commencement of contract – 14 <sup>th</sup> day from the date of award	
		e allowed for attending to complaints – 48 hours from the time eceiving the complaint.	
	(i)	Authority for granting Extension of Time beyond the specified time limit to attend to complaint – Engineer-in-charge	
	(ii)	Shifting of date of commencement in case of delay in handing over of site – Engineer-in-charge	
Payments	CLAUSE 7		
		Period of honoring certificates – 30 working days from the date of receipt of complete monthly bill along with all the documents as specified in Special Conditions of Contract	
Employment of high	CLA	USE 19D and CLAUSE 28	
skill/skilled/semi- skilled / unskilled workers		Compensation to be recovered from the bills of the contractor in case of absence of supervisor / any other manpower for more than seven without alternate arrangement	
Employment of		Supervisor – Rs 500/- per day per person for absence beyond seven days	
Technical Staff and employees		Any other manpower – Rs 300/- per day per person for absence beyond seven days	
Settlement of		USE 23	
Disputes & Arbitration	Competent Authority for referring the dispute –Regional Director, Reserve Bank of India, Mumbai Regional Office		
	Place of Arbitration – Mumbai, India		
Insurance in respect of damages to	_	USE 27 tractor shall take following Insurance Policies:	
Persons and Property	i. ii.	Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk. Employees' Compensation Policy for all employees deployed at site.	

- iii. Third Party Liability Policy either through a separate policy or within CAR policy and having description as per the following details:
  - 1. For injury to persons Rs 5 Lakh per person per accident
  - 2. For damage to property Rs 2 Lakh per accident with a ceiling of Rs 25 Lakh (1&2) per annum

Employment of Technical Staff and employees

#### CLAUSE 28

Any employee/worker not attending duties will be treated as absent and accordingly the monthly bill will be settled:

# PENALTY NONPERFORMA NCE OF THE CONTRACTOR

In addition to above any deficiency in services is observed/brought to notice of the office or any delay in attending to complaint related to Plumbing/ Carpentry/Electrical related work and other ancillary work beyond 48 hours from the time of receiving the complaint shall attract recovery/penalty which shall be attended through other vendor at your risk and cost and recovery for same will be actual cost of complaint attended through other vendor and same not less than ₹ 25/- per instance from the monthly bill as penalty for deficiency in services and any case, it will not be refunded to the contractor, in future.

Bank reserves the right to waive off such penalty, if the clause of deficiency in the service is found to be beyond the control of the successful bidder. The Bank's decision in this regard shall be final. Bank has right to utilize above manpower for work in other properties/office in Mumbai which are not covered in above list. Contractor shall bear conveyance charges and reimburse the same to his staff.

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

Place Date Signature of bidder

### **SECTION VII**

# **ANNEXURES**

TO

# **VARIOUS SECTIONS AND SCHEDULES**

# **Annexure1**

# Format 1

### **Basic Information (To be read with Section I - NIT)**

1	Name of the Tenderer/firm	
2.	Details of registration of the firm :	
	whether Sole Proprietorship/	
	Partnership firm /Private Limited/	
	Limited or Co-operative Body etc.	
2(a)	Name of the proprietor or	
	Partners./ directors :	
3(a)	Registered Address:	
3(b)	Address for correspondence	
4	Contact Person	
	Designation	
	Telephone :	
	Mobile no.	
	FAX/Tele-fax:	
	e-mail id	
5	GST Registration details and no.	
6	Details of registration of labour,	
	ESI, EPF if any	
7	Number of years of experience of	
	Tenderer / Firm of Tenderer in the	
	field.	
		L

8	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work:	
9	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
10	Has the agency or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
11	Has the agency or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
12	Has the agency or any constituent partner in case of partnership firm, ever been convicted?	
13	Whether the agency is involved in civil suit /litigation / arbitration in the contracts in the last ten years. If yes please furnish the details in proforma given below.  Any false information will lead to rejection of tender / debarment	Yes / No

SI no	Name of	Nature of	Work	Present	Value of	Brief details
	the	work	order No	stage of	contract	of litigation
	project		and Date	work		
	and					
	Employer					
1.	2.	3.	4.	5.	6.	7.

Signature of Tenderer with seal

Place

Date

#### PREVIOUS WORK EXPERIENCE (To be read with Section I - NIT)

#### List of important similar works executed by the Tenderer/firm

(work order issued on or before October 01, 2020 and work has since been completed as on September 30, 2025)

Sr. No.	Name of the firm (Client) with full address and contact numbers/fax etc	Name of work	Value of the work	Date of award of work	Date of completion	Remarks
1						
2						
3						

Attach supporting documents

### <u>List of important similar works 'On Hand' (To be read with Section I - NIT)</u>

.

Sr. No.	Name of the firm (Client) with full address and contact numbers/fax etc	Name of work	Value of the work	Date of award of work	Present stage of work	Remarks
1						
2						
3						

#### Works qualifying Eligibility (To be read with Section I - NIT)

# Details of similar work/s (qualifying) completed during last five years during the period October 01, 2020 to September 30, 2025

#### (The work/s costing equal or above the minimum value specified in eligibility criteria)

Sr. No.	Name of the firm (Client) with full address and contact numbers/fax etc.	Name of work	Value of the work	Date of award of work	Date of completion	Remarks
1						
2						
3						

# FORMAT OF \*CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR (On Client's Letter Head) (To be read with Section I - NIT)

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

- 1. Name of work with brief particulars
- 2. Agreement No. and Date
- 3. Agreement Amount
- 4. Date of commencement of Work
- 5. Actual date of Completion
- 6. Whether the contract was renewed
- 7. Detail of compensation levied for Delay or any other reason (Indicate amount)
- 8. Gross amount of the work completed and paid
- 9. Name and address of the authority Under whom work executed
- 10. Whether the contractor employed Qualified supervisor during execution of work?
- 11. i) Quality of work (indicate grading) Outstanding/Very Good/
  Good/Satisfactory/Poor
  - ii) Amount of work paid on reduced rate, if any.
- 12. i) Did the contractor go for arbitration?
  - ii) If yes, total amount of claim
  - iii) Total Amount awarded

13. Comments on the capabilities of the Contractor

a) Technical Proficiency

Outstanding/Very Good/
Good/Satisfactory/Poor

Outstanding/Very Good/

Signature with office Seal

Good/Satisfactory/Poor

Note: (i) All columns should be filled in properly

(ii) \* Clients Report/certificate (a) for each of qualifying similar completed works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank (b) for each of the qualifying similar completed works carried out for Private companies shall accompany Tax deduction at source, TDS certificate has to be submitted for proving the credentials/contract amount.

#### FINANCIAL STATUS (To be read with Section I - NIT)

		Financial Year			
Sr.no.	Details	April 1,to March 31,	April 1, to March 31, <b>₹ in lakh</b>	April 1, to March 31, <b>₹ in lakh</b>	
1	Annual financial turn over certified by Charted Accountant.				
2	Income Tax returns for the year				

#### Note:

i. Statement shall be supported by copies of audited financial statements/ accounts of the business of the Tenderer duly certified by a Charted Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the Tenderer duly certified by a Chartered Accountant, copied of the Income Tax clearance Certificate/ Income Tax assessment orders along with the latest final accounts of business of the Tenderer duly certified by a Charted Accountant as a proof creditworthiness.

# FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (On Bankers' Letter Head) (To be read with Section I - NIT)

То
Regional Director
Estate department
Reserve Bank of India
This is to certify that to the best of our knowledge and information M/s. /Shri
For the Bank with Name, Designation & Seal
Note:- (i) Bankers' certificates should be on letter head of the Bank

In case of partnership firm, certificate to include names of all partners as

(ii)

recorded with the Bank.

#### Format 5A

# **Details of Tenderer's Banker (To be read with Section I - NIT)**

1	Name and full Address of the Banker	
2	Name of contact executives, Email	
	ID, contact numbers (land line and	
	mobile), Fax number etc.	
	(The person can be contacted at the	
	office of their banker by the Bank in	
	case it is needed.)	

#### **Annexure2**

#### **Draft Articles of Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

यह	करार	की	शर्तें	मुंबई	में
•••••	•••••	•••••	को एक	पक्ष भार	तीय
रिजर्व	बैंक जिस	ाका केंद्र	रीय काय	र्ाालय मुंब	ई में
है (इर	सके पश्चात	जिसे वि	नियुक्ता	कहा गय	है)
और	दूसरा पक्ष				है
	इसके बाट				
हुआ है	है।				

ARTICLES OF AGREEMENT made the \_\_\_\_\_\_day of \_\_\_\_\_\_betwe en the Reserve Bank of India having its Central Office at Mumbai,(hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter \_\_\_\_\_ called \_\_\_\_ "the Contractor") of the other part.

WHEREAS the Employer is desirous of

जबिक नियोक्ता बैंक के स्टाफ कार्टर, भायखला, मुंबई के मुंबई में बैंक के परिसर (आवासीय कार्टर और कार्यालय भवन) के दिन-प्रतिदिन के रखरखाव के लिए विभिन्न कार्यकलापों जैसे बढ़ईगिरी, सनेटरी-प्लंबिंग, इलेक्ट्रिकल/मैकेनिकल आदि के लिए सुविधा प्रबंधन सेवाएं (एफएमएस) प्रदान करना, बायकला, मुंबई के संपदा कक्ष के अंतर्गत संबंधित ट्रेडों में पर्यवेक्षणीय निर्दिष्ट जनशक्ति प्रदान करने के तहत: क्लस्टर ॥: (गोकुलधाम, सांताक्रूज़, सनप्लाज़ो और माटुंगा आवासीय कॉलोनियाँ) का काम करने का इच्छुक है और उसने किए जाने वाले कार्यों का वर्णन करने

carrying out the work of Providing Facility Management Services (FMS) for day-today maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing specified manpower in respective trades under Estate Cell of Byculla, Mumbai: II:(Gokuldham, Cluster Santacruz, Sunpalazzo & Matunga Residential Colonies) and has caused drawings and

और जबिक उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

वाले चित्र और विनिर्देश तैयार किए हैं।

AND WHEREAS the said drawings, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

specifications describing the works to be done.

और जबिक ठेकेदार यहाँ तय की गई शर्तों, विशेष शर्तों में उल्लिखित शर्तों तथा संविदा की शर्तों एवं मात्राओं की अनुसूची में बताई गई शर्तों पर (उक्त सभी को आगे सामूहिक रूप AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said

से " उक्त शर्तें" कहा जाएगा), उक्त ड्रोविंग (रेखाचित्र) में दर्शाए और / या उक्त विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद " उक्त ठेका राशि" के रूप मे संदर्भित किया जाएगा") के अधीन कार्य करने के लिए सहमत है।

Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

# अब यहाँ से इस प्रकार सहमति बनी है

# NOW IT IS HEREBY AGREED AS FOLLOWS:

उक्त विचारणीय राशि के संदर्भ में, जो कि इस करार में तय तरीके के अनुसार भुगतान की जाएगी, ठेकेदार द्वारा उक्त रेखाचित्रों में दर्शाए गए एवं उक्त विशिष्टताओं तथा मात्राओं की अनुसूची में वर्णित काम को पूर्ण करने एवं शर्तों को कार्यान्वित करने के अधीन होगी।

नियोक्ता ठेकेदार को शर्तों मे उल्लेखित तरीके के अनुसार संविदा राशि या ऐसी अन्य राशि जो देय हो का समय पर भुगतान करेगा।

उक्त शर्तों में "वास्तुकार" शब्द का अर्थ इस संविदा के तहत नवीनीकरण कार्यों की वास्तु योजना और डिजाइनिंग आदि के उद्देश्य से 'वास्तुकार' होगा।

भारतीय रिज़र्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों, शर्तों और पूर्विपक्षाओं के कार्यान्वयन के लिए सीधे व्यवस्था और प्रबंध करेगा।

यहाँ उल्लेखित शर्तें और विभिन्न अनुसूचियों को इस करार के आधार के रूप में पढ़ा और समझा जाएगा और यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तों द्वारा बंधे हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त शर्तों में उल्लेखित अनुसार अपनी ओर से करार का निष्पादन करेंगे।

करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा का आधार बनाएँगे In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.

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.

The term "Architect" in the said conditions shall mean 'Architect ' for the purpose of architectural planning & designing etc. of the Renovation works under this contract.

The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

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

The agreement and documents mentioned herein shall form the basis of this Contract.

यह अनुबंध न तो एक निश्चित एकमुश्त अनुबंध है और न ही टुकड़ा कार्य अनुबंध है, बल्कि बैंक के बैंक के स्टाफ क्वार्टर, भायखला, मुंबई के मुंबई में बैंक के परिसर (आवासीय क्वार्टर और कार्यालय भवन) के दिन-प्रतिदिन के रखरखाव के लिए विभिन्न कार्यकलापों जैसे बढ़ईगिरी, सनेटरी-प्लंबिंग, इलेक्ट्रिकल/मैकेनिकल आदि के लिए सुविधा प्रबंधन सेवाएं (एफएमएस) प्रदान करना, बायकला, मुंबई के संपदा कक्ष के अंतर्गत संबंधित ट्रेडों में पर्यवेक्षणीय निर्दिष्ट जनशक्ति प्रदान करने के तहत:

क्लस्टर II: (गोकुलधाम, सांताक्रूज़, सनप्लाज़ो और माटुंगा आवासीय कॉलोनियाँ) के संबंध में कार्य करने का अनुबंध है।. दरों और संभावित मात्राओं की अनुसूची में निहित दर पर या उक्त शर्तों में प्रदान की गई दर पर वास्तविक मापी गई मात्रा के अनुसार भुगतान किया जाना है।

उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत इन्सटालेशन, फिटिंग, एयर कंडीशनिंग और अन्य संबंद्ध कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुन: ठीक करेगा।

नियोक्ता के पास इस संविदा के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए रखकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार सुरक्षित है।

ठेकेदार एतद्द्वारा कार्य स्थल के उसे सौंपे जाने के तुरंत बाद या उक्त शर्तों में निर्धारित प्रारंभ तिथि से, जो भी बाद में हो, कार्य आरंभ करने तथा उक्त शर्तों के अनुसार कार्य के दायरे में

This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of **Providing** Facility Management Services (FMS) for day-to-day maintenance of Bank's **Premises** (residential **quarters** building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision providing specified manpower respective in trades under Estate Cell of Byculla, Mumbai:

Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies). To be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.

The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same arrived out without prejudice to this contract.

The Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to carry out निर्दिष्ट कार्यों को पूरा करने के लिए सहमत होता है।

the works as specified in the scope of work as per the said conditions.

इस संविदा के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे। All payments by the Employer under this Contract will be made only at Mumbai

इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई में स्थित न्यायालय के अधिकार क्षेत्र में होगा।

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

यह कि इस संविदा के कई अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अनुदेशों के तहत आदेश नहीं दिया जाता है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.

ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस क़रार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार क़रार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागु कानुनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the contractual course of discharging its connection obligations in with 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

भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा।

ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस क़रार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के-दायित्वों को पूरी तरह से संतुष्ट किया जा रहा है। गैर प्रकटीकरण और गोपनीयता के संबंध में-ठेकेदार के दायित्व किसी भी कारण से होने वाले इस क़रार की समाप्ति या समापन को बचायेंगे।

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.

### 15. कार्य स्थल पर महिलाओं के यौन उत्पीडन की रोकथाम का खंड

ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णत: जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही की जाना सुनिश्चित करेगा।

बी.) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

सी.) फर्म किसी भी मौद्रिक क्षतिपूर्ति के लिए जिम्मेदार होगा, जिसे फर्म के कर्मचारियों को शामिल करने वाली घटना में भुगतान करने की आवश्यकता हो सकती है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है।

# 15. Clause of Prevention of Sexual Harassment at Work place:-

- a) The firm shall be solely responsible in case of any compliant of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
- **d)** The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- **e)** The firm shall provide a complete and updated list of its employees who are

डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।

deployed within the Bank's premises.

ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अध्यतन सूची उपलब्ध कराएगा।

16. गैर-प्रकटीकरण खंड - ठेकेदार बैंक के बनियादी ढांचे उपकरणों आदि के / प्रणालियों / बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस क़रार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। तेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानुनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा।

ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस क़रार के तहत

16. Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure confidential information under 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.

गोपनीय जानकारी के गैर प्रकटीकरण के-दायित्वों को पूरी तरह से संतुष्ट किया जा रहा है। गैर प्रकटीकरण और गोपनीयता के संबंध में-ठेकेदार के दायित्व किसी भी कारण से होने वाले इस क़रार की समाप्ति या समापन को बचायेंगे।

- 17. न्यूनतम मजदूरी अधिनियम: ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, का भुगतान ठेकेदार द्वारा बैंक से किसी दावे के बगैर किया जाएगा।
- 17. <u>Minimum Wages Act:</u> Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.
- 18. कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले प्रोटोकॉल, हिफ़ाजती उपाय और सुरक्षा मानदंड : ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफ़ाज़ती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइज़र का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, केवल कार्य स्थल से संबंधित श्रमिकों की आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भूगतान से वसूल किया जा सकता है।

safety measures 18. Protocols, security norms of present pandemic situation of Covid-19 to be followed: The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand glauses, movement of the workers only pertaining to the work place, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P & SO, which may be recovered from the payment due to the contractors.

## 19. संविदा की समाप्ति के कारण चूक के मामले में ठेकेदारों से वसूल की जाने वाली क्षतिपूर्ति :

यदि कार्य/संविदा के पूरा होने से पहले किसी भी पार्टी द्वारा संविदा को समाप्त कर दिया जाता है। यह माना जाता है कि, ठेकेदार निर्धारित समय अविध और स्वीकृत विस्तार में उपर्युक्त कार्य को पूरा करने में विफल रहे हैं। बचा हुआ या शेष कार्य सीधे बैंक द्वारा

# 19. Compensation to be recovered from the Contractors in case of default on account of termination of contract:

If the contract is terminated from either of the party before completion of work/contract. It is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e.

ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि। यह जोखिम और लागत राशि बैंक द्वारा ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गारंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभृति जमा (ईएमडी और आरएमडी) इसके अतिरिक्त सभी संपदा प्रकोशों / कार्यालय यानी संपदा कार्यालय, फोर्ट, , भायखला कक्ष, बीकेसी कक्ष इत्यादि में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसल की जाएगी, जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है।

amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc.

इसके साक्ष में, नियोक्ता और ठेकेदार ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं एवं दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं।

(यदि ठेकेदार एक साझेदारी या व्यक्तिगत स्वामित्व है)

इसके साक्ष में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं और ठेकेदार ने अपनी आम मुहर को यहां लगाया है और इसके बाद उसकी ओर से दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं। IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual)

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

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

(On Non-Judicial Stamp Paper of appropriate value) Place:\_\_\_\_\_ Date:

The Regional Director Reserve Bank of India Estate Cell. Byculla. Mumbai 400008

Dear Sir,

Name of Work: Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in various trades like Carpentry, Sanitary-Plumbing, Mumbai for the Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

Ref.: NIT/Advt.No. date **WHEREAS** The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD). M/s. (Name of the Tenderer/Bidder) , (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_ \_\_\_\_\_ only) in respect of EMD.

#### NOW THIS GUARANTEE WITNESSETH

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

	demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money
	Deposit for the due performance of the obligations of the Tenderer under the said
	Conditions, provided, however, that our liability against such sum shall not exceed the sum
	of Rs (Rupees only).
2.	We also agree to undertake to and confirm that the sum not exceeding Rs
	(Rupees only) as aforesaid shall be paid by us without any demur or
	protest, merely on demand from the RBI on receipt of a notice in writing stating that the
	amount is due to them and we shall not ask for any further proof or evidence and the notice
	from the RBI shall be conclusive and binding on us and shall not be questioned by us in
	any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI
	within a period of one week from the date of receipt of the notice as aforesaid.
3.	We confirm that our obligation to the RBI under this guarantee shall be independent of the
	agreement or agreements or other understandings between the RBI and the Tenderer.
Th	is guarantee shall not be revoked by us without prior consent in writing of the RBI.
We	e hereby further agree that –
An	y forbearance, act or omission on the part of the RBI in enforcing the conditions of the said
	reement or in compliance with any of the terms and conditions stipulated in the said tender
_	d/or hereunder or granting of any time or showing of any indulgence by the RBI to the
Те	nderer or any other matters in connection therewith shall not discharge us in any way and
ou	r obligation under this guarantee. This guarantee shall be discharged only by the
pe	rformance by the Tenderers of their obligations and in the event of their failure to do so, by
pa	yment by us of the sum not exceeding Rs (Rupees only).
a)	Our liability under these presents shall not exceed the sum of Rs (Rupees only) .
b)	Our liability under this agreement shall not be affected by any infirmity or irregularity on the
	part of our said constituents/clients in tendering for the said work or their obligations there
	under or by dissolution or change in the constitution of our said constituents.
c)	This guarantee shall remain in force upto (three months from the last date of
	receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed
	for a further period as may be indicated by them on the same terms and conditions as
	contained herein.
d)	Our liability under these presents will terminate unless these presents are renewed as
	provided hereinabove on the or on the day when our said constituents comply
	with their obligations, as to which a certificate in writing by the RBI alone is the conclusive
	proof whichever date is later. Unless a claim or suit or action is filed against us within

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

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT (On Non-Judicial Stamp Paper of appropriate value) Date: The Regional Director Reserve Bank of India, Estate Cell, Byculla, Mumbai 400008. Dear Sir, Name of Work: Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in various trades like Carpentry, Sanitary-Plumbing. for the Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies) Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns). AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹.\_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We,\_\_\_\_(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract. NOW THIS GUARANTEE WITNESSETH 1) We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (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 Rs.
	(Rupees only).
2)	We also agree to undertake to and confirm that the sum not exceeding Rs
	(Rupees only) as aforesaid shall be paid by us without any
	demur or protest, merely on demand from the RBI on receipt of a notice in writing
	stating that the amount is due to them and we shall not ask for any further proof or
	evidence and the notice from the RBI shall be conclusive and binding on us and
	shall not be questioned by us in any respect or manner whatsoever. 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 or agreements or other understandings between the RBI and the
	Contractor.
4)	This guarantee shall not be revoked by us without prior consent in writing of the
	RBI.
We	e hereby further agree that –
a.	Any act, forbearance or omission on the part of the RBI in enforcing the conditions
	of the said agreement or in compliance with any of the terms and conditions
	stipulated in the said Contract and/or hereunder or granting of any time or showing
	of any indulgence by the RBI to the Contractor or any other matters in connection
	therewith shall not discharge us in any way and our obligation under this guarantee.
	This guarantee shall be discharged only by the performance by the Contractor of
	their obligations and in the event of their failure to do so, by payment by us of the
	sum not exceeding Rs (Rupees only).
b.	Our liability under these presents shall not exceed the sum of Rs
	(Rupees only) .
C.	Our liability under this agreement shall not be affected by any infirmity or irregularity
	on the part of our said constituents/clients or their obligations thereunder or by
	dissolution or change in the constitution of our said constituents.

d.	This guarantee shall remain in force u	pto	_ (60	days	beyond	the
	Contract period) provided that if so o	desired by the	RBI, th	nis guar	antee sha	II be
	renewed for a further period as may b	e indicated by t	them c	n the sa	ame terms	and
	conditions as contained herein.					
e.	Our liability under these presents will t	erminate unless	these	presen	ts are rene	wed
	as provided hereinabove on the	or on the da	ay whe	n our sa	aid constitu	ients
	comply with their obligations, as to wh	ich a certificate	in writ	ing by th	ne RBI alo	ne is
	the conclusive proof whichever date is	later. Unless a	claim	or suit o	or action is	filed
	against us within or any exte	ended period, al	ll the ri	ghts of t	the RBI aga	ainst
	us under this guarantee shall be forfeit	ted and we shal	l be re	leased a	and discha	rged
	from all our obligations and liabilities h	ereunder.				
	y of (Month) <b>2025</b> being herewnd on behalf of					
Name Desig Stamp Signe	ture of authorized Bank official e: nation o/ Seal of the Bank d, sealed and delivered for and on behance of:	alf of the Bank t	oy the	above n	named in th	ne
Witne	ss 1	Witness 2				
	ture ess	Signature Name Address				

### FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

### The Regional Director

Reserve Bank of India, Estate Cell, Byculla, Mumbai 400008

Dear Sir/Madam

Facility Management Service (FMS) - Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

We						.(Nam	ne of th	e Bidder	and a	ddress of t	heir
				stitute, appo		`					
				(	Name a	and re	sidentia	al address	of Pov	ver of Attor	ney
holder)	who	is	presently	employed	with	us	and	holding	the	position	of
							as	our attorr	ney, to	do in our na	ame
and on o	ur beha	alf, all	such acts, d	leeds and thi	ngs nec	essar	y in con	nection wi	ith or ir	cidental to	our
bid for th	ne capt	ioned	l Project, ind	cluding signir	ng and	subm	ission c	of all docu	ıments	and provid	ding
informati	on / res	spons	es to the Re	eserve Bank	of India	(RBI)	), repres	senting us	in all	matters be	fore
RBI, and	genera	ally de	aling with RE	BI in all matte	rs in cor	nnectio	on with	our propos	sal for t	he said ten	der.

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

Signature/(s) of the Bidder Name/(s)
Stamp/Seal of the Bidder Note:

Power of Attorney should be properly stamped and notarized Power of Attorney furnished by Contractor shall be irrevocable.

## **Proforma for providing input for NEFT Payment**

## RTGS/NEFT/ECS - MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:											
2. Supplier's / Vendo	or's Name as p	per Bank R	ecords:								
3A. Supplier's Code	_	_	3B. S	upplier's	PAN Nu	mber: #	!				
# Quoting PAN No. in											
ensure to fill- up this											
difference between the								card,			
then a note to explain	the reason for	r the differer	nce and	the correl	ation betv	veen bot	th.				
4. Supplier's / Vendo	or's Complete										
Door No.		Stree	et:								
Location:		Distr	ict:								
City:		State	)		PI	N					
5. Supplier's / Vendo	<u>or's E-mail ID:</u>										
6. Supplier's / Vendo	or's Telephon	e Number 8	& Mobile	Phone N	Number:						
			М								
				l	1	<u> </u>	l .				
7. Name of the Bank	, . 										
8. Bank (Branch) Po	<u>stal Address:</u>		<u> </u>	1 1	1 1	1 1	1	т	· ·		
		+						<u> </u>			
9. RTGS*/NEFT** /MI	ICP Code of (	the Branch									
RTGS:	T T T			1		1		T			
		+ + +						<del> </del>			
NEFT:		+ + +									
MICR:											
RTGS* - "Real Time	Cross Sottle	mont" NEI	** "I	Vational	Electronic	. Fund	Transfe	" N/	IICD		
Magnetic Ink Recogn	ition Characte	r These "IF	50" Cod	National	nigue nur	, Fullu phore of	Transie	;ı.ıvı Rranc	h "		
Indian Financial Servi	ices Code" Fo	ir some Brai	nches ho	oththe coc	les are th	e same	and soi	me R:	anks		
may maintain one Co											
the rows, even if it is		oo ana an	J.1101 00	40 110. 10		101100, 1	7,0400	ш чр	Doni		
, , , , , , , , , , , , , , , , , , , ,											
	10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the										
balance two accounts	-,1			1							
Saving Bank	Cash	Credit Acc	ount:		Current A	ccount:					
Account:											

11. Bank Account Number of the Supplier: ©

© Fill up from the 1<sup>st</sup> column. For the balance left out blank columns, please mention 'x' mark. We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold RBI responsible.

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

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

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

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director Reserve Bank of India, Estate Cell, Byculla, Mumbai 400008

Dear Sir/Madam

Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

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

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

Your	s faithf	ully,		
For _			 	

#### **Authorised signatory**

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

To,
The Regional Director Reserve Bank of India, Estate Cell, Byculla, Mumbai 400008
Dear Sir/Madam
Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)
We, M/s (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
Yours faithfully,
For
Authorised signatory
NAME AND ADDRESS OF THE CONTRACTOR:
SIGN & SEAL OF THE CONTRACTOR:  Date:  Place:

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

1. <u>[</u>	DECLARATION					
I, Shri/Smt.	being the owner/proprietor/ director					
of (name of the firm/e	establishment), do hereby declare that I have					
adhered to the rules and regulations s	tipulated in Contract Labour (Regulation and					
Abolition) Act.1970 and Code on Wage	s, 2019 as amended from time to time, to the					
	nent. In this context, I also declare that I					
	pour engaged by me in connection with the					
work entrusted to me by the Bank, as	per prevailing CLC rates.					
I also confirm that ESI, EPF contribution	s on the part of employer in respect of this contract					
has been paid.						
Place:	Signature and seal of the					
Contractor						
Date:	Name: Address:					
	Email:					
	Mobile no.:					
2. <u>GST</u>	DECLARATION					
company/ establishment is	Registration Number of my/our firm/ and the GST claimed in the bill will lia after receipt of the same from the Bank.					
I will inform the Bank in due time abo India.	out the payment of GST to Government of					
Place: Contractor	Signature and seal of the					
Date:	Name:					
	Address:					
	Email: Mobile no.:					
	INIODIIG IIO					

Annexure 10

# **Water Tank Details (Cluster II colonies)**

SI No.	Property location	Type of tank	No of tanks	Capacity of UG Tank (in Litres)	Capacity of OH Tank (in Litres)	Total Capacity (in Litres)
1.	Gokuldham	RCC	8	-	46381.4	3,71,051.5
	Colony	UG tank RCC	8	25479.3		2,03,834.8
2.	Santacruz	RCC	7	-	12348.0	86,436.0
	colony	RCC	8	-	13658.6	1,09,269.0
		RCC	16	-	19533.9	3,12,542.0
		RCC	1	196520.6	-	196520.6
		RCC	1	92607.1	-	92607.1
3.	Matunga	HDPE	4		5000	20000
	colony	RCC	1	17000		17000

# Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To, The Regional Director Reserve Bank of India Estate Cell, Byculla, Mumbai 400008

Name of Work: Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that .................. (Name of the bidder) is not from a country sharing land border with India, or is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or is from a country sharing land border with India where Government of India has extended lines of credit, or is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

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

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

Date:

Place:

### Annexure 12

(Ref: Clause 34 of GCC)

### TENDERER'S UNDERTAKING ADDRESSED TO THE BANK

I / we hereby undertake that I/we shall comply with the provisions of "The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act,2013".

Signature of Tenderer with seal

Note:

Prevention of Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal)

- a) The contractor 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 and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the tenderer is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's residential premises.

				4
Δutr	noris	PU SI	ana	atorv

NAME AND ADDRESS OF THE CONTRACTOR:

**SIGN & SEAL OF THE CONTRACTOR:** 

Date:

Place:

## **Annexure-13: Wage Analysis**

Services shall be provided as per the requirements mentioned in the tender document and complying with all statutory requirements.

<u>Under Notification No. S.O. 188(E) dated 19th Jaruary, 2017 of the Ministry of Labour and Employment,</u> <u>Central Government notification no. (File No.1/6(3)/2025-LS-II dated Sept, 2025, applicable w.e.f. Oct 01, 2025).</u>

Highly skilled: Rs. 1065 per day
Skilled: Rs. 981 per day semi
skilled: Rs. 893 per day
Unskilled: Rs. 805 per day

### Wage Analysis for calculation of Minimum wages

S.N o	Particular s	Day s	Rat e per day ( CL C)	Numb er of worke rs	Total Amou nt in Rs.	EPF @ 12.00% of minimu m wage or ₹15,000 /-, whiche ver is lower	EDLI and Admin Charges {@1% (i.e., 0.5%+0.5%) on ₹15,000/-}	ESI @ 3.25% of minimu m wages (applica ble for max salary of ₹21,000/-)	Bonus @ 8.33% (applica ble for max salary of ₹21,000/ -)	Total Wages	Total Wages for all workers	Reliever Charges (1/6*Tota I wages for all workers)	Gross Total Wages for all workers per one month
1	Highly Skilled												
2	Skilled												

# Part -II (Price Bid)

# RESERVE BANK OF INDIA ESTATE CELL BYCULLA, MUMBAI

### **TENDER**

### **FOR**

Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

Name of Bidder _	 	 
Address		

Date of Pre-Bid meeting (at Estate Cell, 1<sup>st</sup> floor, RBI Byculla, Mumbai-8): Offline 12.00 PM on 19.12.2025

**Due date of Submission** 

of e-Tender on MSTC portal: 02:00 PM on 31.12.2025

e-tender no. RBI/Mumbai Regional Office/Estate/105/25-26/ET/629



## RESERVE BANK OF INDIA ESTATE CELL, BYCULLA, MUMBAI

Providing Facility Management Services (FMS) for day to day maintenance of Bank's Premises (residential quarters and office building) in Mumbai for the various trades like Carpentry, Sanitary-Plumbing, Electrical/Mechanical etc. under supervision by providing trades under Estate Cell of Byculla, Mumbai: Cluster II:(Gokuldham, Santacruz, Sunpalazzo & Matunga Residential Colonies)

	UNPRICED SCHEDULE OF QUANTITY	Y	
Item No.	Description of Item of Works	Qty	Unit
		(A)	
1	Providing Complete Facility Management Services for day to		
	day maintenance work of Bank's given residential quarters		
	located in Mumbai for the various technical trades like		
	Carpentry, Sanitary-Plumbing, Electrical/ Mechanical etc.		
	under supervision by providing specified manpower in		
	respective trades and as per the specified detailed scope		
	of work in Part - I of the tender along with deploying		
	regularly and intermittently required manpower		
	according to the terms and conditions of contract as		
	mentioned in Section II for the following Residential		
	premises of the Bank in Mumbai. In addition to the above		
	maintenance works, the engaged manpower shall carry-out		
	inspection of terraces and common areas about their		
	conditions in respect of the seepages/leakages etc. and		
	reporting the same to the Bank's Engineer at least once in		
	quarter and frequently during monsoons as and when		
	required.		
	Note: (i) The quoted rates shall be suitably inclusive of all		
	tools, tackles, machinery, all leads and lifts etc.		
	(ii) Operating liasoning with BMC (Local Civic Body).		

	(iii) Stacking and carting out the generated debris out of the		
	Bank's Colony Premises etc., all complete done in		
	workmanlike manner and as directed by the Bank's		
	Engineer.		
	Special Note: a) Attendance of deployed workers and		
	supervisory staff shall be strictly recorded with Biometric		
	systems. Therefore, installation of approved biometric		
	system at each location is mandatory by the successful		
	tenderer before commencement of work.		
	b) The rate shall be inclusive of workers weekly off by		
	Relievers.		
	a) Dilla aball be submitted meanthly along with the det " . C		
	c) Bills shall be submitted monthly along with the details of		
	deployed workers EPF, ESI & Payment evidence etc.		
Α	Sunplazzo & Matunga Colony	12	Month
	Carpenter-01		
	Plumber- <b>01</b> Electrician- <b>01</b>		
	Helper-01		
В	Santacruz Residential Colony	12	Month
	Supervisor-01	'-	TVIOTILIT
	Carpenter-02		
	Plumber-02		
	Electrician-03 Helper-05		
С	Gokuldham Residential Colony	12	Month
	Supervisor-01	14	IVIOLIUI
	Carpenter-02		
	Plumber-02		
	Electrician-03		
	Helper- <b>05</b>		
	TOTAL of 1 (A+B+C)		

2	Offering professional cleaning of all the Overhead &		
	Underground water tanks once in six months strictly in		
	consultation with the Bank's Caretaker/Engineer by		
	deploying required additional manpower.		
	Note: (i)The rates shall be quoted for such cleaning for all		
	the tanks <b>twice in a year.</b>		
	(ii)Water tank capacities and numbers are mentioned in the		
	schedule are indicative. Firms are requested to check the		
	same by physically inspecting the colonies and ensure the		
	actual numbers and their respective capacities.		
	(iii) The rate shall be individually quoted colony wise as given		
	below.		
	(iv)The bills of the same shall be claimed as per the		
	frequency mentioned in respective items.		
Α	Matunga Residential Colony	2	Per job
	(a) <b>Overhead tanks</b> : i) HDPE Tank 4 Nos x 5000 Litres each		
_	(b) Underground tank: i) 1x 17,000 Litres		D
В	Gokuldham Residential Colony:	2	Per job
	(a)Overhead tanks: i) 8 Nos x 46381.4 Litres each		
	(b) Underground tank: i) 8x 25480 liters.		D ' I
С	<b>Santacruz Residential Colony</b> (a)Overhead tanks: 7Nos x 12348.0 litres, 8 Nos x13658.6 litres, 16 Nos x 19533.9	2	Per job
	Litres (b) Underground tonk: 1 New v. 106520 6 litree 1 New v.		
	(b) Underground tank: 1 Nos x 196520.6 litres, 1 Nos x 92607 Litres		
3	(a) Offering cleaning of surface/ storm water drains, rain		
	water pipes, terrace, Jallies and road gully, chambers,		
	manholes once in six months and once prior to		
	Monsoons and as and when required as per site conditions		
	strictly in consultation with the Bank's Caretaker/Engineer by		
	deploying required additional manpower.		
	Note: i) The rates shall be inclusive of all tools, tackles,		
	machinery etc.		
	ii) Operating required liasoning with BMC, iii) Stacking &		
	carting out the debris out of Bank's colonies etc., all		
	complete as directed by Bank's Engineer.		

	Special Note a) Data with respect to the Sewer and Storm water lines and manholes given below indicative and the firms shall verify/check the total quantum and actual numbers by inspecting physically before quoting the rates.  (b)Removal of sludge from manholes, sewer lines and trap chamber including carting away the same immediately away from the Rank's promises in twice in a year and as and		
	from the Bank's premises in <b>twice in a year</b> and as and when required as per site conditions.		
	(c)Considering above scope of works please quote rates for		
	individual colonies as given below from A to D		
	(d)Vendors shall claim bills as per frequency mentioned of		
	respective items.		
Α	Matunga Residential colony	2	Per job
	(a) Sewer and storm water line: 225 RM, (b) Manholes: 16		
	Nos,		
D	© No. of buildings:1	2	Darieb
В	Gokuldham Residential colony (a) Sewer and storm water line: 630 RM, (b) Manholes: 86	2	Per job
	Nos		
	© No. of building: 8		
С	Santacruz Residential Colony	2	Per job
	(a) Sewer and storm water line: 1350 RM		
	(b) Manholes: 248 Nos		
4	© No. of building: 15  Attending to pre-monsoon works such as inspection and		
4	cleaning to pre-morsoon works such as inspection and cleaning terraces, cleaning weep holes in the compound walls, removal of vegetation growth surrounding the pipe lines or on the terraces, sunshades and also removal of dry leaves / any other waste accumulated in the terrace or on the roof of car sheds / scooter sheds etc. and keeping the rain water Gutter/outlet free of any obstructions for free flow of rain water etc. (To be carried out twice a year)		
Α	Matunga Residential colony	2	Per job
В	Gokuldham Residential colony	2	Per job
С	Santacruz Residential Colony	2	Per job
5	Offering additional manpower for Quarterly servicing of		
	Kitchen Chimney (Four Times a year) and as and when		
	required as per site requirements; using hot water/liquid	1,472	Per service
	soap or any other suitable chemical recommended by	services	
	chimney manufacturers all complete as directed by Bank's		

engineer. In addition to regular servicing, any number of	
breakdown complaints needs be attended. The cost of bulb	
replacement included.	
(Santacruz-91, Gokuldham-220, Sunplazzo-45, Matunga-	
12)	
Total=368 Chimney,	
Total services for whole year 368X4 = 1472	
Total	
<u>SGST@9%</u>	
<u>CGST@9%</u>	
GRAND TOTAL	

Note: 1. Tenderers may please note that, the base rates shall be quoted exclusive of GST and the applicable GST shall be included separately in respective rows. Failing of which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only.

- 2. The Bank reserves the right to add or delete any properties from the scope of work depending on requirement of the Bank. The vendor must deploy manpower accordingly. Payment under the revised scope of work within the contract period shall be made only for the manpower deployed by them as per Bank's requirement. For any deletion of Properties, no manpower shall be accommodated under any circumstances during the period of contract.
- 3. The Supervisor deployed shall be fully responsible to execute the required work from the given manpower for effective maintenance work, monitoring of site-maintained documents keeping up to date daily records of challans, measurements, work call sheets etc. Duties & working timing of Supervisor details mentioned in Scope of work/Section-II.

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