



भारतीय रिज़र्व बैंक संपदा विभाग

ई-निविदा सूचना

बैंक के मुख्य कार्यालय परिसर, अरेरा हिल्स, भोपाल, मध्य प्रदेश - 462011 में स्थित 15 किलो लीटर प्रति दिन क्षमता वाले सीवेज ट्रीटमेंट प्लांट के दैनिक संचालन और रखरखाव (ओ एंड एम) और व्यापक रखरखाव के लिए वार्षिक सेवा अनुबंध के लिए निविदा के लिए पात्र और इच्छुक फर्मों से ई-निविदा आमंत्रित करता है। इस कार्य पर ₹5,05,416/- (including GST for 12 months) खर्च होने का अनुमान है।

2. यह एक खुली निविदा है केवल वे फर्म, जो एमएसटीसी पोर्टल पर पंजीकृत हैं, निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज डाउनलोड करने के लिए वेबसाइट <https://www.mstcecommerce.com/eprocn/> पर उपलब्ध है।

3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग-I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी शर्तें शामिल होंगी, जिन पर निविदाकर्ताओं की सहमति होनी चाहिए। निविदा के भाग-II में बैंक की मात्रा की अनुसूची और निविदाकर्ता की मूल्य बोली ऑनलाइन जमा की जाएगी।

4. पात्रता मानदंडों को पूरा करने वाली और काम देने के लिए विचार किए जाने की इच्छुक फर्मों को <https://www.mstcecommerce.com/eprocn/> पर 26 मई 2025 को (10:00 बजे) तक या उससे पहले सभी आवश्यक दस्तावेज अपलोड करने चाहिए।

5. निविदा का भाग-I, 26 मई 2025 को 11:30 बजे MSTC की वेबसाइट पर खोला जाएगा। निविदा की समय-सीमा इस प्रकार है:

A	ई-निविदा सं.	RBI/Bhopal Regional Office/Estate/3/25-26/ET/95
B	निविदा की प्रणाली	ई-प्रोक्योरमेंट प्रणाली https://www.mstcecommerce.com/eprocn/ के माध्यम से ऑनलाइन भाग I - तकनीकी - बोली और भाग II - मूल्य बोली
C	डाउनलोड करने हेतु पार्टियों को एनआईटी उपलब्ध होने की तारीख	15 मई 2025 को 12:00 बजे से 19 मई 2025 को 18:00 बजे तक
D	बोली-पूर्व बैठक -	20 मई 2025 को 11:30 बजे पता - Estate Department, 5 th Floor, Reserve Bank of India, Hoshangabad Road, Arera Hills, Bhopal

E	वेबसाइट https://www.mstcecommerce.com/eprocn/ पर ऑनलाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि	21 मई 2025 को 11:00 बजे से
F	i) बयाना राशि (Last date and time for receipt of EMD at RBI Bhopal – 26/05/2025 upto 10:00 hrs) ii) निविदा शुल्क	₹10,108/- एमएसई (मात्र सूक्ष्म और लघु उद्यम) उद्यम पंजीकरण संख्या (उद्योग आधार ज्ञापन संख्या) वाले किसी भी श्रेणी के विक्रेताओं को बोली के समय निविदा दस्तावेजों की लागत और ईएमडी जमा करने से छूट प्रदान की गई है। ईएमडी में छूट प्राप्त करने के लिए बोलीदाताओं को निविदा दस्तावेज (भाग I) के प्रस्तुतीकरण के समय एमएसई (मात्र सूक्ष्म और लघु उद्यम) पंजीकरण प्रमाण पत्र प्रस्तुत करना होगा। ऐसा करने में विफल रहने पर बोली अयोग्य हो जाएगी। निरंक
G	तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	26 मई 2025 को 10:00 बजे तक
H	भाग-I (अर्थात तकनीकी बोली) खुलने की तिथि और समय भाग-II (अर्थात मूल्य बोली) : भाग-II खुलने की तिथि और समय	26 मई 2025 को 11:30 बजे सूचना अलग से दी जाएगी।
I	लेनदेन शुल्क	As intimated by MSTC to be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

यदि ऊपर दर्शाई गई किसी तारीख को अवकाश घोषित कर दिया जाता है, तो अगला कार्य दिवस उसमें उल्लिखित संबंधित प्रयोजन के लिए प्रभावी तारीख मानी जाएगी।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
भोपाल



**भारतीय रिज़र्व बैंक
संपदा विभाग**

बैंक के मुख्य कार्यालय परिसर, अरेरा हिल्स, भोपाल, मध्य प्रदेश - 462011 में स्थित 15 किलो लीटर प्रति दिन क्षमता वाले सीवेज ट्रीटमेंट प्लांट के दैनिक संचालन और रखरखाव (ओ एंड एम) और व्यापक रखरखाव के लिए वार्षिक सेवा अनुबंध के लिए निविदा

निविदा आमंत्रण सूचना - (एनआईटी)

निविदाकार का नाम

पता:

प्रस्तुत करने की अंतिम तिथि	:	26 मई 2025 को सुबह 10:00 बजे तक
भाग-I (अर्थात तकनीकी बोली) खुलने की तिथि और समय	:	26 मई 2025 को सुबह 11:30 बजे तक
भाग-II मूल्य बोली : खुलने की तिथि और समय	:	मूल्य बोली की सूचना अलग से दी जाएगी।

अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, भोपाल ने इच्छुक पार्टियों को परियोजना की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सही मानता है, तथापि न तो भारतीय रिज़र्व बैंक और न ही इसके कोई प्राधिकारी या एजेंसी और न ही उनके संबंधित कोई अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता या इसके साथ प्रदान की जा सकने वाली किसी भी जानकारी के बारे में कोई वारंटी अथवा व्यक्त या निहित कोई व्यपदेशन देते हैं।

यह अभिप्रेत नहीं है कि जानकारी संपूर्ण है। इच्छुक पार्टियों अपनी स्वयं की पूछताछ करें और उत्तरदाताओं को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा कर लिया है और वे निविदा प्रस्तुत करने में केवल भारतीय रिज़र्व बैंक द्वारा प्रदान की गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या उसके किसी प्राधिकरण या एजेंसियों या उनके किसी संबंधित अधिकारी, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है। भारतीय रिज़र्व बैंक के पास परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने या इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया या पद्धति को बदलने का अधिकार सुरक्षित है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है।

रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी।

भारतीय रिज़र्व बैंक, भोपाल
संपदा विभाग
भाग I - निविदा आमंत्रण सूचना
(केवल ई-प्रोक्योरमेंट द्वारा)
निविदा की अनुसूची

नोट: : यह एक खुली निविदा पूछताछ है हालाँकि, केवल वे बोलीदाता/विक्रेता जो नीचे उल्लिखित पूर्व-योग्यता मानदंडों के अनुसार कार्य के लिए योग्य हैं, इस निविदा में भाग लेने के लिए पात्र हैं। बोलीदाताओं को सलाह दी जाती है कि वे प्रस्तुतिकरण के दौरान निविदा के लिए अपनी पात्रता के समर्थन में दस्तावेज़ जमा करें।

a. ई-निविदा सं.	RBI/Bhopal Regional Office/Estate/3/25-26/ET/95
b. निविदा की प्रणाली /	ईप्रोक्योरमेंट प्रणाली- https://www.mstcecommerce.com/eproc/ के माध्यम से ऑनलाइन भाग I – तकनीकी बोली और भाग II -मूल्य बोली
c. डाउनलोड करने हेतु पार्टियों को एनआईटी उपलब्ध होने की तारीख	15 मई 2025 को 12:00 बजे से 19 मई 2025 को 18:00 बजे तक
d. बोली-पूर्व बैठक	20 मई 2025 को 11:30 बजे पता - Estate Department, 5 th Floor, Reserve Bank of India, Hoshangabad Road, Arera Hills, Bhopal
e. i) बयाना राशि ii) निविदा शुल्क iii) अनुमानित लागत	₹ 10,108/- (Last date and time for receipt of EMD at RBI Bhopal – upto 10:00 hrs on May 26, 2025 26 मई 2025 को 10:00 बजे) NIL ₹ 5,05,416/- (Including GST) for 12 months
f. एमएसई (मात्र सूक्ष्म और लघु उद्यम) उद्यम पंजीकरण संख्या (उद्योग आधार ज्ञापन संख्या) वाले किसी भी श्रेणी के विक्रेताओं को बोली के समय निविदा दस्तावेजों की लागत और ईएमडी जमा करने से छूट प्रदान की गई है। ईएमडी में छूट प्राप्त करने के लिए बोलीदाताओं को निविदा दस्तावेज (भाग I) के प्रस्तुतिकरण के समय एमएसई (मात्र सूक्ष्म और लघु उद्यम) पंजीकरण प्रमाण पत्र प्रस्तुत करना होगा। ऐसा करने में विफल रहने पर बोली अयोग्य हो जाएगी।	
g. वेबसाइट https://www.mstcecommerce.com/eproc/ पर ऑनलाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई निविदा-शुरू होने की तिथि	21 मई 2025 को 11:00 बजे से
h. तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	26 मई 2025 को 10:00 बजे तक
i. भाग-I (अर्थात तकनीकी बोली) खुलने की तिथि और समय भाग-II मूल्य बोली : खुलने की तिथि और समय	26 मई 2025 को 11:30 बजे तक सूचना अलग से दी जाएगी।

j. PRE- QUALIFICATION CRITERIA		
1.	Minimum Experience	The intending bidders should have experience of not less than 5 (five) years of experience in carrying out similar Annual Service Contract(s)* involving day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of Sewage Treatment Plant(s). Such similar Annual Service Contract(s)* should have been satisfactorily completed on or before April 30, 2020.
2.	Minimum value of each completed work (qualifying)	Have executed successfully similar works (Annual Contract for day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD capacity Sewage Treatment Plant) during the last five years. The cutoff date for acceptance of completed works shall be on last day previous to the month in which this tender invited, individually costing as under: a) Three works each costing not less than ₹ 2.02 lakh. OR b) Two works each costing not less than ₹ 2.53 lakh. OR c) One work costing not less than ₹ 4.04 lakh
3.	Turnover	Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 financial years ending March 31, 2024. Should be supported with necessary audited financial statements.
4.	Solvency Certificate	Should furnish Solvency / Bankers certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount equal or greater than the estimated cost of the work
5.	Office set up	Have a service set up in Bhopal for rendering after sales service provided with supporting documents viz., registration certificate, electricity bills, Telephone (landline) bills, rental agreements.
k. Transaction Fee -		As intimated by MSTC to be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

यदि ऊपर दर्शाई गई किसी तारीख को अवकाश घोषित कर दिया जाता है, तो अगला कार्य दिवस उसमें उल्लिखित संबंधित प्रयोजन के लिए प्रभावी तारीख मानी जाएगी।

उपरोक्त सभी कागजात के साथ मुहरबद्ध सभी पृष्ठ विधिवत हस्ताक्षरित निविदा एमएसटीसी साइट पर अपलोड किया जाएगा और बैंक द्वारा इसके परीक्षण हेतु निविदा के भाग- I को खोलने के समय डाउनलोड किया जाएगा। इसके अलावा, बैंक द्वारा आगे की निविदा प्रक्रिया हेतु दस्तावेजों की मूल प्रति मांगे जाने पर ठेकेदार इसे प्रस्तुत करेगा।

ई-प्रॉक्यूरमेंट हेतु महत्वपूर्ण अनुदेश

बोलीदाताओं से अनुरोध है कि अपनी ऑनलाइन निविदा प्रस्तुत करने से पहले निविदा संबंधी नियम एवं शर्तों को पढ़ लें।

ई-निविदा की प्रक्रिया:

A) पंजीकरण: इस प्रक्रिया में एमएसटीसी ई-प्रॉक्यूरमेंट पोर्टल पर विक्रेता का पंजीकरण शामिल है जो निःशुल्क है। पंजीकरण के बाद ही, विक्रेता अपनी बोलियां इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकते हैं। तकनीकी बोली के साथ-साथ वाणिज्यिक बोली प्रस्तुत करने हेतु इलेक्ट्रॉनिक बोली इंटरनेट के माध्यम से की जाएगी। विक्रेता के पास श्रेणी-III हस्ताक्षर प्रकार का डिजिटल प्रमाणपत्र होना चाहिए। विक्रेताओं को बोली लगाने हेतु इंटरनेट से जुड़े पीसी की व्यवस्था करनी होगी। ऐसी व्यवस्था करने के लिए एमएसटीसी जिम्मेदार नहीं है। (डिजिटल हस्ताक्षर के बिना बोलियां रिकॉर्ड नहीं की जाएंगी)।

विशेष नोट: तकनीकी बोली और वाणिज्यिक बोली <https://www.mstcecommerce.com/eprocn/> पर ऑनलाइन प्रस्तुत की जानी है।

1) विक्रेताओं को एमएसटीसी वेबसाइट पर स्वयं को ऑनलाइन लिंक <https://www.mstcecommerce.com/eprocn/> पर पंजीकृत करना आवश्यक है।

2) विक्रेताओं को पंजीकरण फार्म भरने के दौरान दिए गए ईमेल पर उनके पंजीकरण की पुष्टि के संबंध में सिस्टम जनरेटेड मेल प्राप्त होगा।

किसी भी स्पष्टीकरण के मामले में, ई-निविदा के निर्धारित समय से पहले आरबीआई/एमएसटीसी से संपर्क करें :

संपर्क व्यक्ति (आरबीआई):

1. श्री श्रीकांत शर्मा, प्रबंधक - 0755-2519598 (estatebhupal@rbi.org.in)
2. श्री साबू एंटनी, सहायक महाप्रबंधक (तकनीकी) - 0755-2519555

संपर्क व्यक्ति (एमएसटीसी लिमिटेड):

MSTC IVRS Helpdesk number: 07969066600

After system settings please download "Bidding Guide" for better understanding the bid-submission process

MSTC Bhopal Office numbers : 0755-2552241, 2593772, 2593775, 2593776 ;

Mr. Neeraj Mathur, Dy.Manager, Mob. 8871111473, Email: bplopn4@mstcindia.in, mstcbpl@mstcindia.in

B) सिस्टम संबंधी आवश्यकताएँ:

- i.Windows 7 or above Operating System
- ii.IE-7 and above Internet browser.
- iii.Signing type digital signature
- iv.Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

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

Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options→ custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once)

2. तकनीकी वाणिज्यिक बोली और मूल्य बोली को <https://www.mstcecommerce.com/eprocn/> पर ऑनलाइन प्रस्तुत करना होगा। निविदाएं निविदा में विनिर्दिष्ट तिथि और समय पर इलेक्ट्रॉनिक रूप से खोली जाएंगी।

3. निविदा में सभी प्रविष्टियां बिना किसी त्रुटि के तकनीकी और वाणिज्यिक प्रारूपों में ऑन लाइन माध्यम से दर्ज की जानी चाहिए।

लेनदेन शुल्क हेतु विशेष नोट:

विक्रेता, लॉगिन में "my menu" के अंतर्गत "लेन-देन शुल्क भुगतान" लिंक का उपयोग करके लेनदेन शुल्क का भुगतान करेगा। विक्रेताओं को इवेंट ड्रॉपडाउन बॉक्स से संबंधित निविदा का चयन करना होगा। विक्रेता के पास एनईएफटी या ऑनलाइन भुगतान के माध्यम से भुगतान करने की सुविधा होगी। विक्रेता एनईएफटी का चयन करते हुए एक फॉर्म भरकर चालान जनरेट करेगा। विक्रेता चालान पर मुद्रित ब्यौरे के अनुसार इसमें कोई बदलाव किए बिना लेन-देन शुल्क की राशि जमा करेगा। ऑनलाइन भुगतान का चयन करने पर, विक्रेता को अपने क्रेडिट/डेबिट कार्ड/नेट बैंकिंग का उपयोग करके भुगतान करने का प्रावधान होगा। एक बार जब भुगतान एमएसटीसी के नामित बैंक खाते में जमा हो जाता है, तो लेनदेन शुल्क स्वतः स्वीकृत हो जाएगा और विक्रेता को एक सिस्टम जनरेटेड मेल प्राप्त होगा।

लेनदेन शुल्क वापस न करने योग्य है।

लेन-देन शुल्क का भुगतान किए बिना विक्रेता को ऑनलाइन ई-निविदा का एक्सेस नहीं प्राप्त होगा।

नोट:

बोलीदाताओं को सूचित किया जाता है वे उक्त के समापन से पर्याप्त समय पहले लेनदेन शुल्क जमा कर दें ताकि बोली प्रस्तुत करने के लिए पर्याप्त समय प्राप्त हो सके।

4. अपलोड की गई निविदाओं/शुद्धिपत्र की जानकारी निविदा को अंतिम रूप देने की प्रक्रिया के दौरान ईमेल द्वारा भेजी जाएगी। इसलिए विक्रेताओं को यह सुनिश्चित करने की आवश्यकता है कि उनकी कॉर्पोरेट ईमेल आई.डी. एमएसटीसी के साथ विक्रेता के पंजीकरण के समय वैध और अद्यतन किया गया हो। विक्रेताओं से भी अनुरोध है कि वे अपने डीएससी (डिजिटल सिग्नेचर सर्टिफिकेट) की वैधता सुनिश्चित करें।

5. एनआईटी में उल्लिखित नियत तारीख और समय के बाद ई-निविदा का उपयोग नहीं किया जा सकता है।

6. ई-निविदा में बोली लगाना:

a) सफल बोलीदाता को काम सौंपने के समय आवश्यक ईएमडी जमा करना होगा। विक्रेता (ओं) द्वारा अपेक्षित ईएमडी-NEFT/बैंक गारंटी/डीडी केवल अनुसूचित वाणिज्यिक बैंक द्वारा जारी किया हुआ होना चाहिए। ई-निविदा में ऑनलाइन बोली लगाने हेतु निविदा शुल्क (यदि कोई हो) और लेनदेन शुल्क (यदि कोई हो) का भुगतान आवश्यक है। निविदा शुल्क और लेनदेन शुल्क वापसी न करने योग्य हैं। निविदा, जिसके साथ ईएमडी नहीं है, पर विचार नहीं किया जाएगा। ईएमडी पर कोई ब्याज देय नहीं होगा। असफल विक्रेता (विक्रेताओं) की ईएमडी निविदा आमंत्रित करने वाले प्राधिकारी द्वारा वापस कर दी जाएगी।

b) इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली शामिल है।

c) केवल लेन-देन शुल्क जमा करने वाले विक्रेता एमएसटीसी वेबसाइट पर इंटरनेट के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली प्रस्तुत कर सकते जिसकी लिंक इस प्रकार है <https://www.mstcecommerce.com/eprocn/>

d) विक्रेता को जावा एप्लिकेशन संचालन की अनुमति देनी चाहिए। यह प्रक्रिया बिड फ्लोर खुलने के तुरंत बाद करना है। फिर उन्हें कॉमन टर्म्स/कमर्शियल स्पेसिफिकेशन भरना होगा और उसे सेव करना होगा। इसके बाद टेक्निकल बिड पर क्लिक करें। यदि इस एप्लिकेशन को रन नहीं किया जाता है, तो विक्रेता अपनी तकनीकी बोली को सेव/सबमिट नहीं कर पाएगा।

e) तकनीकी बोली भरने के बाद, विक्रेता को अपनी तकनीकी बोली रिकॉर्ड करने के लिए 'सेव' पर क्लिक करना चाहिए। एक बार ऐसा करने के बाद, वाणिज्यिक बोली लिंक सक्रिय हो जाता है और उसे भरना होता है और फिर विक्रेता को अपनी वाणिज्यिक बोली दर्ज करने के लिए "सेव" पर क्लिक करना चाहिए। फिर एक बार तकनीकी बोली और वाणिज्यिक बोली दोनों सेव कर लिए जाने के बाद, विक्रेता अपनी बोली दर्ज करने के लिए "फाइनल सबमिशन" बटन पर क्लिक कर सकता है।

f) विक्रेताओं को निर्देश दिया जाता है कि वे एक से अधिक दस्तावेज़ अपलोड करने के लिए अटैच डॉक बटन का उपयोग कर सकते हैं।

g) सभी मामलों में, विक्रेता को अपनी बोली जमा करते समय डिजिटल हस्ताक्षर के साथ अपनी आईडी और पासवर्ड का उपयोग करना चाहिए।

h) पूरी ई-निविदा प्रक्रिया के दौरान, विक्रेता एक दूसरे और अन्य सभी के लिए पूरी तरह से गुमनाम रहेंगे।

i) ई-निविदा फ्लोर पूर्व-निर्धारित तिथि और समय से और ऊपर बताई गई अवधि तक खुली रहेगी।

- j) ई-निविदा प्रक्रिया के दौरान प्रस्तुत सभी इलेक्ट्रॉनिक बोलियां विक्रेता पर कानूनी रूप से बाध्यकारी होंगी। विक्रेता द्वारा प्रस्तावित किसी भी बोली को वैध बोली के रूप में माना जाएगा और क्रेता द्वारा उसकी स्वीकृति, आपूर्ति के निष्पादन हेतु क्रेता और विक्रेता के बीच एक बाध्यकारी अनुबंध होगी।
- k) यह अनिवार्य है कि सभी बोलियों को डिजिटल हस्ताक्षर प्रमाण पत्र के माध्यम से प्रस्तुत किया जाए अन्यथा इसे सिस्टम द्वारा स्वीकार नहीं किया जाएगा।
- l) क्रेता के पास बिना कोई कारण बताए निविदा को रद्द करने या अस्वीकार करने या स्वीकार करने या वापस लेने या पूर्ण रूप से या आंशिक रूप से विस्तारित करने का अधिकार सुरक्षित है।
- m) निविदा दस्तावेज के नियमों और शर्तों में कोई परिवर्तन स्वीकार्य नहीं है। किसी भी विक्रेता द्वारा ई-निविदा प्लोर में बोली प्रस्तुत करना निविदा के नियम और शर्तों की स्वीकृति की पुष्टि करता है।
- n) इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा।
- o) निविदा आमंत्रित करने वाले प्राधिकारी को यह अधिकार है कि वह बिना कोई कारण बताए इस ई-निविदा को रद्द कर सकता है या बोली (बोलियों) की प्राप्ति की नियत तारीख को बढ़ा सकता है।
- p) विक्रेताओं से अनुरोध है कि वे विक्रेता मार्गदर्शिका पढ़ें और बोली लगाने से पहले सिस्टम से परिचित होने के लिए <https://www.mstcecommerce.com/eprocn/> पर उपलब्ध वीडियो देखें।
- q) तकनीकी और वाणिज्यिक नियमों और शर्तों में किसी भी विचलन की अनुमति नहीं है

7. उपरोक्त सभी पात्रता मानदंड संबंधी दस्तावेज़ (सभी पृष्ठ विधिवत हस्ताक्षरित और मुहरबद्ध) को एमएसटीसी साइट पर अपलोड किया जाएगा और इसे बैंक द्वारा परीक्षण हेतु निविदा के भाग-I को खोलने के समय डाउनलोड किया जाएगा। इसके अलावा, बैंक द्वारा आगे की निविदा प्रक्रिया हेतु दस्तावेजों की मूल प्रति मांगे जाने पर ठेकेदार इसे प्रस्तुत करेगा।

8. बैंक निविदाओं की कीमत बोली का मूल्यांकन करने से पहले उक्त रिपोर्टों का मूल्यांकन करेगा। यदि किसी निविदाकार को किसी भी समय निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है, तो बैंक के पास निविदा के भाग-I को खोलने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित है। बैंक ऐसा करने हेतु कोई कारण बताने के लिए बाध्य नहीं है।

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

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
भोपाल



भारतीय रिज़र्व बैंक / RESERVE BANK OF INDIA
संपदा विभाग, भोपाल - 462011 / Estate Department, Bhopal - 462011.

निविदा दस्तावेज़ / Tender Document

बैंक के मुख्य कार्यालय परिसर, अरेरा हिल्स, भोपाल, मध्य प्रदेश - 462011 में स्थित 15 किलो लीटर प्रति दिन क्षमता वाले सीवेज ट्रीटमेंट प्लांट के दैनिक संचालन और रखरखाव (ओ एंड एम) और व्यापक रखरखाव के लिए वार्षिक सेवा अनुबंध के लिए निविदा।

Tender for Annual Service Contract for day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD capacity Sewage Treatment Plant, at Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011.

भाग- I Part - I

निविदाकार का नाम Name of Tenderer _____

पता Address _____

निविदा जमा करने की अंतिम तारीख : 26.05.2025 को 10.00 बजे तक या उससे पहले।
Due Date for Submission : On or before 10.00 Hrs on 26.05.2025.

स्थान/ Venue : संपदा विभाग, भारतीय रिज़र्व बैंक, भोपाल.
Estate Department, RBI, Bhopal.

Notice Inviting Tender (NIT).

Reserve Bank of India, Estate Department, Bhopal invites e-Tenders for the '**Annual Contract for day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD capacity Sewage Treatment Plant, at the Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011**'. The tendering process will be done only through the e-Tendering portal of MSTC Ltd <https://www.mstcecommerce.com/eprocn/>. Intending bidder shall register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

The schedule of e-Tender is as follows:

e-tender No.	RBI/BhopalRegionalOffice/Estate/3/25-26/ET/95
Mode of tender.	e-Procurement System comprising online Part I (Techno-commercial bid) and Part II (Price bid) through https://www.mstcecommerce.com/eprocn/ Guidelines for e-tender has been provided as Annexure - I .
Estimated cost of the Annual Service Contract.	₹5,05,416/- (including GST) for 12 months.
Period during which the NIT & tender documents will be available to the intending bidders for downloading.	From 12.00 Hrs on May 15, 2025 to 18:00 Hrs on May 19, 2025.
Pre-bid Meeting – Offline	At 11:30 Hrs on May 20, 2025, Venue: Reserve Bank of India, Estate Department, 5 th floor, Arera Hills, Hoshangabad Road, Bhopal, Madhya Pradesh - 462011.
Earnest Money Deposit (EMD).	₹10,108/- from each bidder. <i>(Vendors having MSEs (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category are exempted from the payment of cost of tender documents and submission of EMD at the time of bidding. Bidders must submit MSE (Micro and Small Enterprises only) registration certificate at the time of submission of tender documents (Part I) for claiming exemption of EMD. Failure to do so will disqualify the bid.)</i>
Date & time for submission of EMD.	Before 10:00 Hrs on May 26, 2025.
Performance Bank Guarantee / Security Deposit (SD).	5% of the Contract value (to be submitted by the successful bidder, within 14 days from the date of issue of Letter of Award of the Annual Service Contract by the Bank).

Date & time for starting submission of online bids (Techno-Commercial Bid and Price Bid).	From 11:00 Hrs on May 21, 2025.
Date and time for submission of online bids (Techno-Commercial Bid and Price Bid).	Before 10:00 Hrs on May 26, 2025.
Date & time for opening of Part-I (Techno-commercial Bid).	11:30 Hrs on May 26, 2025.
Date for opening of Part-II (Price Bid).	Part II (Price Bid) of the tenders, of the bidders who are found to be fulfilling the 'Qualification Criteria' specified herein shall be opened on a subsequent date, which shall be communicated to the qualified bidders by e-mail only.
Transaction fee	Payment of 'Transaction Fee' as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC LIMITED.

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 thereof.

Regional Director
Reserve Bank of India
Bhopal



भारतीय रिज़र्व बैंक / RESERVE BANK OF INDIA
संपदा विभाग, भोपाल - 462011 / Estate Department, Bhopal - 462011.

बैंक के मुख्य कार्यालय परिसर, अरेरा हिल्स, भोपाल, मध्य प्रदेश - 462011 में स्थित 15 किलो लीटर प्रति दिन क्षमता वाले सीवेज ट्रीटमेंट प्लांट के दैनिक संचालन और रखरखाव (ओ एंड एम) और व्यापक रखरखाव के लिए वार्षिक सेवा अनुबंध के लिए निविदा।

Tender for Annual Service Contract for day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD capacity Sewage Treatment Plant, at Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011.

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Guidelines for e-Procurement (Annexure - I).

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

Process of e-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through <https://www.mstcecommerce.com/eprocn/>

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

Contact Persons (RBI - During Office Hours only):

1. Shri. Sabu Antony, Assistant General Manager (Tech-Civil), Estate Department
755-2519570 / sabuantony@rbi.org.in
2. Shri. Shrikant Satish Sharma, Manager, Estate Department
755-2519598 / (shrikantsharma@rbi.org.in)
3. Smt. Pratiba Bais, Assistant Manager, Estate Department
755-2519569 / pbais@rbi.org.in

Contact Persons (MSTC Ltd):

Contact person (MSTC Ltd): For system related technical assistance: MSTC IVRS Helpdesk number: 07969066600. After system settings please download 'Bidding Guide' for better understanding the bid submission process MSTC Bhopal Office numbers: 0755-2552241, 2593772, 2593775, 2593776; Mr. Neeraj Mathur, Deputy Manager, Mob. 8871111473, e-mail: bplopn4@mstcindia.in, mstcbpl@mstcindia.in

B) System Requirements:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature.
- iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

To disable Protected Mode' for DSC to appear in the signer box following settings may be applied.

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

Other Settings:

- Tools => Internet Options => General => Click on Settings under 'browsing history / Delete Browsing History' => Temporary Internet Files => Activate 'Every time I Visit the Webpage'.

To enable ALL active X controls and disable 'use pop up blocker' under Tools => Internet Options => custom level (Please run IE settings from the page www.mstcecommerce.com once)

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at <https://www.mstcecommerce.com/eprocn/>. Tenders will be opened electronically on specified date and time as given in the tender.

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

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using '**Transaction Fee Payment**' link under 'My Menu' in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note

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

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

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

Bidding in e-tender:

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => *e-procurement* => *PSU / Govt. depts* => *Login under RBI* => *My menu* => *Auction Floor Manager* => *live event* => *Selection of the live event*.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on 'save' to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the 'Final submission' button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding Contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

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

Bidders shall quote rates including applicable G.S.T on 'Service Contract', Surcharge & Cess as applicable for all items. Thus, the final total amount shown in the system including applicable, G.S.T, Surcharge & Cess will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

Form of tender:

To

**Ms. Rekha Chandanaveli
Regional Director
Reserve Bank of India
Estate Department
Bhopal, Madhya Pradesh - 462011.**

Madam,

Having examined the scope of service to be provided under all the items of the Annual Service to be provided by the Contractor, specified in the memorandum hereinafter set out and having visited and examined the STP and its surroundings specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to provide the service specified in the said memorandum at the rates quoted by me in the us in the Part II (Price bid) of the tender as per the scope of work specified herein and instructions in writing referred to in Articles of Agreement, Special Conditions, Schedule of Quantities and General Conditions of Contract, Annexures and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Name of the work:	Annual Service Contract for day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD capacity Sewage Treatment Plant, at the Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011.
(b)	Estimated Cost of the work	₹ 5,05,416/-, including G.S.T for 12 months.
(c)	Earnest Money (EMD).	₹ 10,108/- <i>(Vendors having MSEs (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category are exempted from the payment of cost of tender documents and submission of EMD at the time of bidding. Bidders must submit MSE (Micro and Small Enterprises only) registration certificate at the time of submission of tender documents (Part I) for claiming exemption of EMD. Failure to do so will disqualify the bid.)</i>
(d)	Date of commencement	June 01, 2025

I / We agree to:

1. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract annexed here so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.
2. I / we have deposited a sum of ₹ 10,108/- as Earnest Money Deposit (EMD) with the Reserve Bank of India, which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India.
3. Our Bankers are: (Full Address)

(i)	
(ii)	

4. Names of Partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

Signature of Contractor:

Signature, Name and Addresses of Witnesses:

01.-----

02.-----

एएमसी करार AMC Agreement

करार की शर्तें **Articles of Agreement**

यह करार एक ओर , जिसका पंजीकृत कार्यालय में हैं
(जिसे इसके बाद संविदाकार कहा गया है)

This Agreement is made on this ____ day of _____, 2025 between
..... having its Registered Office at (hereinafter called the
CONTRACTOR) of the One Part

और

And

दूसरी ओर भारतीय रिज़र्व बैंक, भोपाल जिसका केंद्रीय कार्यालय मुंबई में है और जिसका गठन भारतीय रिज़र्व बैंक
अधिनियम, 1934 के प्रावधानों के अंतर्गत किया गया है (जिसे इसके बाद " बैंक" कहा गया है) के बीच -----
---, 2025 के ----- दिन को किया गया

The RESERVE BANK OF INDIA, Bhopal, having its Central Office at Mumbai,
constituted under the provisions of the Reserve Bank of India Act, 1934
(Hereinafter called the "The Bank") of the other part,

जबकि बैंक अपने मुख्य कार्यालय परिसर, अरेरा हिल्स, भोपाल, मध्य प्रदेश - 462011 में 15 केएलडी
क्षमता वाले सीवेज ट्रीटमेंट प्लांट के दैनिक संचालन एवं रखरखाव (ओ एंड एम) और व्यापक रखरखाव
के लिए वार्षिक सेवा अनुबंध करने का इच्छुक है।

यह संविदा आरबीआई द्वारा दिनांक ----- 2025 के पत्र संख्या
..... द्वारा प्रदान एएससी के पूर्णतया अनुरूप है।

Whereas the Bank is desirous of entering in to an 'Annual Service Contract for day-to-
day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD
capacity Sewage Treatment Plant, at the Bank's Main Office Premises, Arera Hills,
Bhopal, Madhya Pradesh - 462011.

This contract is in complete conformity with the Renewal of AMC by RBI vide its letter
No. dated _____, 2025.

और जबकि संविदाकार मूल एएससी के अनुसार सहमत नियम शर्तों और कार्य की व्याप्ति में विस्तार से
दिए गए अनुरूप और बाद में आपसी सहमति के अनुसार कार्य में कुछ जोड़ने/ घटाने के कारण कार्य में
होने वाली वृद्धि/ कमी, प्रकट और निहित रूपों में मूल रूप से दोनों द्वारा सहमत किए गए अनुसार और
प्राकृतिक रूप से एएससी की प्रकृति से उत्पन्न होनेवाली शर्तों (जिन सभी को इसके बाद सामूहिक रूप से
तथा कथित "शर्तें" कहा गया है) के अनुसार काम को जो कथित कार्य की व्याप्ति में वर्णित है उसे एएससी
में निर्धारित दर पर गणना पर या ऐसी अन्य देय राशि पर (इसके बाद इसे " तथा कथित संविदा राशि "
कहा गया है) कार्य करने के लिए सहमत है।

AND WHEREAS THE CONTRACTOR HAS AGREED TO execute upon and subject to
the conditions set forth in the original AMC entered into and detailed in the scope of
work and as amplified /curtailed by subsequent additions/deletions mutually agreed
upon, originally agreed both expressly and impliedly and also naturally flowing out of
the nature of ASC (all of which are collectively hereinafter referred to as the said
"CONDITIONS") the works described in the said scope of work at the ASC rate as

shall become payable thereunder (hereunder referred to as the said ASC contract amount).

कार्य की व्याप्ति:-

Scope of Work:

अब एतत् द्वारा निम्न सहमति हुई है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. संविदाकार कथित शर्तों/एएससी अवार्ड पत्र में उल्लिखित तरीके के अनुसार कथित संविदा राशि के भुगतान करने के मद्दे नज़र कथित शर्तों के अधीन कार्य की व्याप्ति में वर्णित काम पूरा करेगा।

In consideration of the said ASC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the CONTRACTOR shall upon and subject to the said conditions execute and complete the work described in the said scope of work.

2. बैंक संविदाकार को कथित संविदा राशि कथित शर्तों में विनिर्दिष्ट समय और तरीके से अदा करेगा।

The Bank shall pay the CONTRACTOR the said contract amount at the times and in the manner specified in the said conditions.

3. उक्त शर्तों और परिशिष्ट और उक्त कार्य के संबंध में निविदा स्वीकृति पत्र की तिथि तक नियोक्ता और ठेकेदार के बीच में हुये किसी भी पत्राचार को इस करार का हिस्सा माना जाएगा और पक्षकारों द्वारा इनका क्रमशः पालन किया जाएगा, स्वयं उक्त शर्तों के अधीन होंगे और उसके अनुसार करार का निष्पादन करेंगे।

The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender 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.

4. आयकर विभाग द्वारा समयसमय- पर जारी और वर्तमान में लागू दिशा निर्देशों के अनुरूप बैंक स्रोत पर कर और (टीडीएस) अन्य किसी कानून के अंतर्गत लागू कटौती करेगा। संबंधित कानून में दिए गए अनुसार कटौती नहीं किए जाने के लिए उपयुक्त प्रमाण पत्र निर्धारित समय सीमा के अंदर बैंक द्वारा ऐसी कटौती किए जाने से पूर्व प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी।

The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.

5. उप महाप्रबंधकसहायक/ महाप्रबंधक, संपदा विभाग, भोपाल बैंक की ओर से प्राधिकृत प्राधिकारी हैं।

The Deputy General Manager /Assistant General Manager, Estate Department, Bhopal is the Authority authorized on behalf of The Bank.

6. उक्त शर्तों और उसके परिशिष्ट को इस करार के एक भाग के रूप में माना जाएगा और इसके पक्षकार उक्त शर्तों का पालन करेंगे और शर्तों के अनुसार इस करार को निष्पादित करेंगे।

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

in the said conditions contained.

7. मूल निविदा दस्तावेज के साथ यहां उल्लिखित करार और दस्तावेज और बैंक द्वारा उक्त प्रणाली के रखरखाव हेतु ठेकेदार को भविष्य में जारी किए जानेवाले सभी व्यापक वार्षिक रखरखाव अनुबंध कार्य आदेश इस अनुबंध का आधार होंगे, जो निविदा दस्तावेज में किए गए उल्लेख के अनुसार मान्य रहेंगे।

The agreement and documents mentioned herein along with original tender document, Appendix and Annexures, work orders that would be issued by the Bank to the Contractor for the said work shall form the basis of this Contract which will be valid as mentioned in the tender document.

8. एएससी के तहत निर्धारित कार्य और दंड शर्तों का दायरा समयसमय पर जारी- एएससी नवीकरण पत्र, करार और ठेकेदार द्वारा प्रस्तुत और सहमत निविदा दस्तावेज के अनुसार होगा, तथा ठेकेदार कार्य निष्पादित करते समय इसका कड़ाई से पालन करेगा।

The scope of work and penalty conditions stipulated under ASC will be strictly as per the ASC renewal letter issued from time to time, agreement and the contractor will strictly adhere to it while carrying out the work.

यह संविदा ₹, वार्षिक पर, तथा इसके अधीन एसी अन्य देय राशि जिसे इसके बाद "कथित अनुबंध राशि" कहा जाएगा) शामिल है, की दर पर है। उक्त एएससी के मजदूरी दर को अनुबंध अवधि के दौरान भारत सरकार द्वारा मूल न्यूनतम मजदूरी दरों में संशोधन किये जाने पर संशोधित किया जाएगा।

This contract is at the Annual rate of ₹ as therein arrived at or such other sum as shall become payable there under (herein after referred to as 'the said Contract Amount'). The wage rates in the ASC would be revised based on revision of basic minimum wage rates by the Government of India during the ASC period.

9. संविदाकार द्वारा नियुक्त व्यक्तियों के कार्यों/गलतियों के कारण या संविदाकार के कार्यों/गलतियों के कारण बैंक को हुए किसी नुकसान/हानि की भरपाई संविदाकार द्वारा की जाएगी।

The CONTRACTOR shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.

10. यह संविदा से तक के लिए वैध है और इस संविदा की किसी शर्तों के उल्लंघन या यदि बैंक संविदाकार की सेवा से संतुष्ट नहीं है तो 10 दिनों का अग्रिम नोटिस देकर बैंक के पास इस संविदा को समाप्त करने का अधिकार है और ऐसी स्थिति में संविदाकार किसी प्रकार की क्षतिपूर्ति/भरपाई के लिए हकदार नहीं होगा।

This contract is valid for a period from to

And The Bank is entitled to terminate the contract by giving **10 days advance notice**.

In case of violation of any of the Terms of this Contract or in case it is not satisfied with the Service of Contractor in which case, the Contractor is not entitled for any Compensation/damages.

11. संविदा को समाप्त किए जाने या इसका समय पूरा हो जाने पर संविदाकार बैंक परिसर को खाली करेगा और बैंक से संबंधित सभी सामान/सामग्री/संपत्ति बैंक को वापस करेगा।

On termination of the Contract or on expiry of the Contract, the Contractor shall Vacate the STP in premises of the Bank and shall hand over or return all the articles/ Material/ property pertaining to the Bank.

12. मासिक बिल/एकमुश्त शुल्क का भुगतान एनईएफटी/आरटीजीएस के माध्यम से 45 दिनों के भीतर निविदा में उल्लिखित आवश्यक दस्तावेजों के साथ सही चालान जमा करने पर किया जाएगा, बैंक से भुगतान की प्रतीक्षा

किए बिना ठेकेदार द्वारा कर्मचारियों को मजदूरी का भुगतान किया जाना चाहिए। उक्त दस्तावेजों के बिना प्रस्तुत किए गए बिलों को भुगतान के लिए संसाधित नहीं किया जाएगा।

Payment of monthly bills /lump sum charges will be paid through NEFT/RTGS within **45** days on submission of correct invoice along with requisite documents as mentioned in the tender. Wages must be paid to the employees by the Contractor on time without waiting for the payment from the Bank. The bills submitted without the said documents shall not be processed for payment.

- 13.** इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद भोपाल में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार भोपाल में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

- 14.** यह सूचित किया जाता है कि संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान ठेकेदार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्वलिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

- 15.** कथित शर्तें इस करार के साथ पढ़ी जाएंगी और इस करार का भाग मानी जाएंगी और इससे संबंधित दोनों पार्टियां कथित शर्तों का पालन करेंगी और अपने-अपने भाग को कथित शर्तों के अनुसार पूरा करेंगी।-

The said conditions shall be read and construed, as forming part of this agreement

and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement of their part respectively in the said conditions contained.

- 16.** कि इस संविदा के विभिन्न भागों को संविदाकार ने पढ़ और पूरी तरह से समझ लिया है, इसके साक्ष्य के रूप में संविदाकार ने अपनी मुहर (यदि कोई हो तो) लगाई है और बैंक ने भी अपने प्राधिकृत अधिकारी के माध्यम से दोनों की उपस्थिति में हस्ताक्षर किए हैं और उपर्युक्त लिखे गए दिन, माह और वर्ष के दिन दो प्रतियों में दोनों पक्षों द्वारा हस्ताक्षर किए गए हैं।

That the several parts of this contract have been read by the CONTRACTOR and fully understood by the CONTRACTOR, in witness whereof the CONTRACTOR has caused its seal (if any) to be affixed hereunto and The Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf the day, month and year first here above written.

- 17.** संविदाकार संविदा में उल्लिखित किए गए अनुसार कार्य की प्रगति की आवश्यक दर और कार्य की गुणवत्ता के अनुरूप कारीगरी को सुनिश्चित करने के लिए भारतीय रिज़र्व बैंक की संतुष्टि के अनुरूप पर्याप्त संख्या में मजदूरों की नियुक्ति करेगा। संविदाकार कार्य के संबंध में ऐसे किसी भी व्यक्ति को काम पर नहीं लगाएगा जो 21 वर्ष से कम की आयु का हो।

The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with the Works any person who has not completed twenty-one years of age.

- 18.** संविदाकार द्वारा काम पर लगाए गए सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों कर्मचारियों के संबंध में / भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी।

All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers/employees.

- 19.** संविदाकार उसके द्वारा या उसके उप संविदाकार द्वारा काम पर लगाए गए श्रमिकों के-संबंध में बोली दाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा।

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contract Labour Regulation in regard to all matters provided therein.

- 20.** संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938, कर्मकार प्रति कर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, मातृत्व लाभ अधिनियम, 1970, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इस से संबंधित अन्यकानून और समय-समय पर बनाए गए नियमों का पालन करेगा।

The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating there to and rules made there under from time to time

- 21.** संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा
- i) कार्य के निष्पादन से दौरान/ होने वाली तीसरी पार्टी के नुकसानव्यक्ति / या संपत्ति को हुए नुकसान से उत्पन्न दावा
 - ii) कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसानक्षति/ से उत्पन्न दावा
 - iii) लागू पीएफ़ श्रमकानूनों/, ईएसआई, विनियमों आदिका अनुपालन न किए जाने के कारण उत्पन्न कोई दावा

The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- i) Any claim arising out of third party loss/damage to life or property caused by/ during execution of the work.
- ii) Any claim arising out of loss/damage to the work men engaged by the contractor during execution of the work.
- iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

- 22.** संविदाकार अपने कर्मचारी के लिए आवश्यक बीमा कवर लेना सुनिश्चित करेगा जो मशीन के रखरखाव के लिए साइट पर जाएगा।

The contractor shall ensure taking necessary insurance cover for its employee who would be visiting the site for maintenance of machine.

- 23.** संविदाकार कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 ("अधिनियम") के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

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

- 25.** संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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.

- 26.** कार्यस्थल पर यौन उत्पीड़न की रोक थाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

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

- 27.** संविदाकार बैंक के परिसर में तैनात अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची रखेगा, जिसे बैंक द्वारा मंगवाए जाने पर आसानी से उपलब्ध कराया जा सके।

The contractor shall keep a complete and updated list of its employees who are deployed within the Bank's premises which shall be readily available when called

for by the Bank.

28. अप्रत्याशित घटना संबंधी शर्तें

अपने उत्तर दायित्व को पूरा न कर पाने के लिए कोई भी पार्टी उत्तरदायी नहीं होगी यदि विफलता कोई अप्रत्याशित परिस्थितियों के कारण या ऐसी विफलता को रोकने के लिए सर्वोत्तम प्रयासों को पूरा करने के बाद भी, डिफॉल्टर पार्टी के नियंत्रण से परे कारणों के कारण हुई हो, ऐसी विफलता में भगवान के कार्य, युद्ध, दंगे, प्रतिबंध, हमले, लॉकआउट, किसी भी सरकारी प्राधिकारी के कार्य, लाइसेंस प्राप्त करने में देरी या विधियों, आ गया बाढ़ के तहत आवेदनों को अस्वीकार करना शामिल हो सकते हैं, लेकिन केवल इन तक सीमित नहीं है।

Force Majeure conditions

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to cause beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the statutes, fire or floods.

29.

ठेका श्रम (विनियमन और उन्मूलन) अधिनियम (सीएलआरए), 1970

मैं _____ कि _____ संबंधी कार्य मुझे प्रदत्त किया गया है। मैं वचन देता/देती हूँ कि मुझे प्रदत्त कार्य को पूरा करने के लिए मेरे द्वारा लगाए जाने वाले सभी मजदूरों को सभी प्रकार की मजदूरी का वास्तविक भुगतान उस दर पर किया जाएगा जो न्यूनतम मजदूरी अधिनियम 1948 के तहत निर्धारित दर से कम नहीं होगा तथा सीएलआरए अधिनियम 1970 के प्रावधानों के अनुपालन को सुनिश्चित किया जाएगा और साथ ही ऐसे वेतन का भुगतान करने में विफलता के साथ-साथ तथा सीएलआरए अधिनियम 1970 के प्रावधानों का पालन करने में विफलता के कारण सांविधिक प्राधिकारियों द्वारा प्रिंसिपल नियोक्ता के विरुद्ध प्रारंभ की जाने वाली सभी कार्रवाइयों के लिए प्रिंसिपल नियोक्ता को क्षतिपूर्ति रखने का वचन देता/देती हूँ। मैं समय-समय पर सरकारी अधिकारियों/बैंक के अधिकारियों के निरीक्षण के लिए सभी आवश्यक दस्तावेज/रिकॉर्ड रखूंगा/रखूंगी और उनका रख-रखाव करूंगा/करूंगी।

Contract Labour (Regulation & Abolition) Act (CLRA) ,1970

I _____ that the work of _____ awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of _____ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

30. मध्यस्थता द्वारा विवाद का निपटारा

किसी भी प्रकार के सभी विवाद और मतभेद, जो अनुबंध या कार्य के निष्पादन के संबंध में या के संबंध में उत्पन्न होते हैं (चाहे कार्यों की प्रगति के दौरान या उनके पूरा होने के बाद और अनुबंध के परित्याग या उल्लंघन के निर्धारण से पहले या बाद में) बैंक द्वारा संदर्भित और तय किया जाएगा जो लिखित रूप में

अपना निर्णय बताएगा। ऐसा निर्णय अंतिम प्रमाणपत्र या अन्यथा के रूप में हो सकता है। किसी भी अपेक्षित मामले के संबंध में बैंक का निर्णय अंतिम होगा और अपील के बिना जैसा कि उसमें कहा गया है। लेकिन यदि ठेकेदार किसी भी मामले पर असंतुष्ट है, जिस पर बैंक द्वारा उपरोक्त निर्णय लिया जाता है, तो किसी भी अपेक्षित मामले को छोड़कर, ठेकेदार ऐसे निर्णय की सूचना प्राप्त करने के 28 दिनों के भीतर दूसरे पक्ष को एक लिखित नोटिस दे सकता है, जिसमें यह अपेक्षा की जाती है कि विवादित मामलों में मध्यस्थता की जाए। इस तरह की लिखित सूचना में उन मामलों को निर्दिष्ट किया जाएगा, जो विवाद या मतभेद में हैं, जिसके लिए ऐसी लिखित सूचना दी गई है। यदि दोनों पक्ष सहमत होते हैं, तो इस उद्देश्य के लिए एक ही मध्यस्थ नियुक्त किया जाएगा। यदि एकल मध्यस्थ की नियुक्ति पर कोई समझौता नहीं हो पाता है, तो दोनों पक्ष अपनी ओर से एक-एक व्यक्ति को मध्यस्थ के रूप में नामित करेंगे। पार्टियों द्वारा नामित दो मध्यस्थ तीसरे मध्यस्थ के रूप में कार्य करने के लिए एक और व्यक्ति को नामित करेंगे।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, के पास किसी भी प्रमाण पत्र, राय, निर्णय, मांग या नोटिस को खोलने, समीक्षा करने और संशोधित करने की शक्ति होगी, अपवादित मामलों के संबंध में छोड़कर, पूर्ववर्ती खंड में संदर्भित, और निर्धारित करने के लिए विवाद के सभी मामले जो मध्यस्थता के लिए प्रस्तुत किए जाएंगे और जिनमें से पूर्वोक्त के रूप में नोटिस दिया जाएगा। मध्यस्थ या मध्यस्थ, जैसा भी मामला हो, एक वर्ष के भीतर अपना निर्णय देगा (या ऐसा आगे बढ़ाया गया समय जैसा कि उसके द्वारा तय किया जा सकता है या पार्टियों की सहमति से मामला हो सकता है) की तारीख से संदर्भ में प्रवेश। यदि मध्यस्थता की कार्यवाही के दौरान पक्ष परस्पर अपने विवाद या मतभेद को सुलझा लेते हैं या समझौता कर लेते हैं, तो पार्टियों द्वारा समझौते या समझौते का संयुक्त ज्ञापन दाखिल करने पर, मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, इस तरह के समझौते के संदर्भ में एक निर्णय देगा। या समझौता। इस तरह के किसी भी संदर्भ पर, संदर्भ और पुरस्कार के लिए आकस्मिक लागत पर निर्णय क्रमशः मध्यस्थ या मध्यस्थों के विवेक पर होगा, जो उस राशि का निर्धारण कर सकते हैं या पार्टी के बीच उस पर कर लगाने का निर्देश दे सकते हैं। और पार्टी, और किसके द्वारा और किसके द्वारा और किस तरीके से वहन और भुगतान किया जाएगा। इस निवेदन को भारतीय मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के अर्थ के भीतर मध्यस्थता के लिए प्रस्तुत करना माना जाएगा।

मध्यस्थ या मध्यस्थों का निर्णय, जैसा भी मामला हो, अंतिम और पार्टियों के लिए बाध्यकारी होगा। यह सहमति है कि ठेकेदार ऐसे किसी भी मामले, प्रश्न या विवाद को मध्यस्थता के लिए भेजे जाने के कारण कार्यों को पूरा करने में देरी नहीं करेगा, लेकिन सभी उचित परिश्रम के साथ कार्यों को आगे बढ़ाएगा और मध्यस्थ या मध्यस्थों के निर्णय तक करेगा, जैसा भी मामला हो, दिया जाता है, बैंक के निर्णय का पालन करें। मध्यस्थ या मध्यस्थों का कोई भी निर्णय, जैसा भी मामला हो, ठेकेदार को कार्यों के वास्तविक निष्पादन के संबंध में बैंक के निर्देशों का सख्ती से पालन करने के अपने दायित्वों से मुक्त नहीं करेगा। नियोक्ता और ठेकेदार इस बात से भी सहमत हैं कि इस खंड के तहत मध्यस्थता अनुबंध के तहत कार्रवाई के किसी भी अधिकार के लिए एक पूर्व शर्त होगी। मध्यस्थता का स्थान भोपाल, भारत होगा।

Settlement of dispute by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal as stated in thereof. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the

parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract. The venue of arbitration shall be BHOPAL, INDIA.

हस्ताक्षर खण्ड

Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

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

श्री /Shri (नाम और पदनाम)/(Name and designation)

.....

..... की उपस्थिति में/in the presence of

(1)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, भोपाल कार्यालय

Reserve Bank of India, Bhopal
(2)

(साक्षी/witness)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, भोपाल कार्यालय

Reserve Bank of India, Bhopal

(साक्षी/witness)

इनके द्वारा हस्ताक्षर और सुपुर्द किया गया यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो
SIGNED AND DELIVERED BY **सभी साझेदारों द्वारा या उन सभी की ओर से**
हस्ताक्षरित किया जाना चाहिए

behalf of all the Partners.

In the presence of:

If the party is a partnership firm or an
Individual should be signed by all or on
की उपस्थिति में

(1)

पता/Address: -----

(साक्षी/Witness)

(2)

पता/Address: -----

(साक्षी/Witness)

General Instructions to the bidders.

E-Tenders comprising Part I (Techno-commercial bid) and Part II (Price bid) should be submitted through MSTC website under RBI Portal for the '**Annual Contract for day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD capacity Sewage Treatment Plant, at the Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011**', not later than **10:00 Hrs on May 26, 2025**.

2. The tender documents will be available for viewing / downloading for the intending bidders from **12.00 Hrs on May 15, 2025 to 18:00 Hrs on May 19, 2025**. The Part II (Price bid) of those bidders who do not fulfill the following 'Pre-qualification Criteria' and have not submitted the requisite Earnest Money Deposit (EMD), will not be considered for opening.

i. The intending bidders should have experience of **not less than 5 (five) years** of experience in carrying out similar Annual Service Contract(s)* involving day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of Sewage Treatment Plant(s). Such similar Annual Service Contract(s)* should have been satisfactorily completed on or before **April 30, 2020**.

ii. The intending bidders should have successfully executed similar Annual Service Contract(s)*, during **last 5 (five) years** ending on **April 30, 2025**, as under:

(a) **3 (three)** Annual Service Contracts, each costing **not less than ₹ 2.02 lakh**.

Or

(b) **2 (two)** Annual Service Contracts, each costing **not less than ₹ 2.53 lakh**.

Or

(c) **1 (one)** Annual Service Contract, costing **not less than ₹ 4.04 lakh**.

iii. Should have service setup at **Bhopal** for ensuring timely service.

iv. The intending bidders should have an **average Financial Turn Over of not less than ₹ 5.05 lakh during the last 3 (three) years** ending on **March 31, 2024**.

v. The intending bidders should submit a 'Solvency Certificate / Banker's certificate' issued by scheduled commercial bank, specifically for the purpose of this tender for an amount of **₹ 5.05 lakh**.

*Similar Annual Service Contracts means - Annual Service Contract(s) involving day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of Sewage Treatment Plant(s).

1.	Composition of the bidder.	Full particulars (whether Contractor is an individual or a partnership firm, or a company etc.,) of the composition of the of the bidder, in detail should be submitted along with name(s) and address(es) of the partners, copies of the Articles of Association / Power of Attorney / other relevant documents.
2.	Work experience & Completion Certificates for similar Annual Service Contract(s) of specified value during the specified period.	Copies of detailed Work Order(s) for similar Annual Service Contract(s), indicating the date of award, value of awarded Contract(s), stipulated period of the Contract and the corresponding Completion Certificate(s) , in the format provided herein, indicating actual date of completion and actual value of executed Contract should be enclosed in support of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out similar Contracts for the Reserve Bank of India at any centre, should also be submitted.
3.	Annual Financial Turnover.	Audited Annual Financial Turn Over (gross) statements for the last 3 (three) financial years ending March 31, 2025, i.e. for Financial Years 2021-2022, 2022-2023 and 2023-2024, along with a certificate issued by a duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), indicating the financial turnover for these financial years should be submitted.
4.	Credit worthiness of the Contractor and their financial turnover during the specified period.	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders, along with the latest final accounts of the business of the Contractor, duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), should be enclosed in proof of their creditworthiness and turnover for last 3 (three) financial years ending March 31, 2024, i.e. for Financial Years 2021-2022, 2022-2023 and 2023-2024.
5.	Name(s) and address(es) of the bankers and their present contact executives.	Written information about the names and addresses of the bankers of the bidders along with full details like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers., etc., of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
6.	Details of bank accounts.	Full particulars of the bank accounts of the bidders like account number, type of account, date of opening of the account etc., should be submitted.

3. Part I (Techno-commercial bid) of the tender will be opened at **11:30 Hrs on May 26, 2025**. After due scrutiny of Part-I (Techno-commercial bid) of the tender by the

Bank, Part II (Price bid) of those bidders fulfilling the 'Eligibility Criteria' stipulated herein will be opened on a subsequent date, which will be intimated to those eligible bidders, only by e-mail.

4. Tenders shall remain valid for acceptance by the Bank for a period of **3 (three) months, from the date of opening of Part I (Techno-commercial bids) of the tenders**, which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
5. Digital Signatures may be used to submit the tenders in token of the bidders acquaintance with the terms & conditions and scope of services to be provided, as laid down herein.
6. If any of the document(s) is / are missing, the tender may be considered invalid by the Bank at its discretion.
7. No advice of any change in rate or conditions after opening of the tender will be entertained.
8. **Earnest Money Deposit (EMD) of ₹ 10,108/-** shall be remitted to the bank account of Reserve Bank of India **before 10:00 Hrs on May 26, 2025**. The account details for NEFT transactions are as follows:

The NEFT details are as under:

IFSC: RBIS0BLPA01
(zero) (zero)

A/c No. – 186003001

A/c Name - RBI NEFT Inward Received

Proof of remittance with transaction number (Scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with Transaction number (scanned copy) to estatebhopal@rbi.org.in. **While making remittance of the said amount, 'EMD- ESTATE DEPARTMENT' must be mentioned in the remarks column.**

9. Intending bidders may also remit the Earnest Money Deposit (EMD) in the form of a Demand Draft or a Bank Guarantee, issued by a scheduled commercial bank, drawn in favour of the Reserve Bank of India, Bhopal in the format prescribed by the Bank ([Annexure - D](#)) before the due date and time prescribed herein above. Tenders of those bidders who have not submitted the required Earnest Money Deposit (EMD) will not be considered by the Bank for opening. No interest will be paid on the Earnest Money Deposit (EMD) remitted by the bidders. Earnest Money Deposit (EMD) of the unsuccessful bidders will be refunded / returned by the Bank in due course.
10. **The successful bidder shall remit an amount of 5% of the Contract value by online transfer (NEFT / RTGS) to the bank account of Reserve Bank of India or in the form of a Performance Bank Guarantee (PBG) issued by a scheduled commercial bank in the form prescribed herein ([Annexure - E](#)) towards Security**

Deposit (SD) for the due fulfilment of the Contract. The Performance Bank Guarantee towards Security Deposit (SD) shall be valid for the entire Contract period. It may be noted that no interest shall be paid on the Security Deposit (SD). If the Contractor fails to fulfil the Contractual obligations, the Security Deposit (SD) will be forfeited by the Bank.

11. The Earnest Money Deposit (EMD) paid by the successful bidder shall be released without any interest after successful execution of the Contract agreement and submission of the **Performance Bank Guarantee (PBG) or online transfer (NEFT / RTGS) of the amount in lieu of the Security Deposit (SD), as specified herein above to the account of Reserve Bank of India** as provided herein above.
12. The Earnest Money Deposit (EMD) shall not be accepted in any form other than the one mentioned herein. The **Earnest Money Deposit (EMD) / Performance Bank Guarantee (PBG)** submitted by the successful bidder shall be forfeited in case the successful bidder fails to commence the Annual Service Contract awarded to her / him / them within the prescribed time limit.
13. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money Deposit (EMD) will be refunded to the bidder if her / his / their tender is not accepted, but without any interest. Under no circumstance Earnest Money Deposit (EMD) will be accepted in the form of fixed deposit, receipt of Bank Guarantee or cheque.
14. The Contractor shall not assign the Contract to any third person. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract, whereupon the Security Deposit shall stand forfeited to the Bank.
15. For all intents and purpose, the Annual Service Contractor shall be the 'Employer' within the meaning of different Manpower Legislations in respect of the manpower employed and deployed under the scope of this Annual Service Contract. The persons deployed by the Contractor under the scope of this Annual Service Contractor shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Bank / the Competent Authority.
16. In case the lowest bidder is registered with Employees State Insurance Corporation (ESIC) / Employees Provident Fund Organisation (EPFO), the expense / contribution made by the employer / Contractor in this regard shall be reimbursed by the Bank on production of actual documentary evidence for having paid such amounts.
17. On receipt of intimation from the Bank regarding acceptance of the tender, the successful bidder shall be bound to implement the Contract and within ten days thereof they shall sign a bilingual agreement in accordance with the format provided herein as 'Articles of Agreement' and the Schedule of Conditions. However, the written communication regarding acceptance of the tender by the Reserve Bank of India will constitute a binding Contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
18. The intending bidders shall obtain for themselves at their own responsibility cost, all the information which may be necessary for the purpose of making a tender and for entering into a Contract and must inspect the Sewage Treatment Plant (STP) and its surroundings and acquaint themselves with the local conditions, nature and scope

services to be provided under the Contract and all matters appertaining thereto.

19. The rates quoted by the bidders for all items in the Schedule of Services shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Each invoice / bill shall indicate amongst other things, the Contractor's PAN and GST Registration Number (if GST registered). Any payment to be made by the Bank to the Contractor will be subject to Tax Deducted at Source (TDS) / Withholding Tax etc., as per the prevailing statutes.
20. The rates quoted by the bidders for all the items in the 'Schedule of Services' shall be **including applicable GST** or its equivalent tax as per applicable statutes and at the applicable rates at the relevant times.
21. The Bank does not accept the liability for any sum besides the Contract value, subject to such variations as are provided for herein.
22. The successful bidder is bound to provide any other service(s), which are not explicitly specified herein, but essentially required for the efficient functioning of the Sewage Treatment Plant (STP) though such items are not included in the 'Schedule of Services' provided herein. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer from time to time depending on the requirement.
23. The Contractor must bear in mind that all the services shall be provided strictly in accordance with the scope of work and 'Schedule of Services' provided herein and in compliance to the requirements / stipulations / guidelines / bye-laws of the local civic authorities and to the requirements of the Bank and no deviation on any account will be permitted. The successful bidder should make their own arrangement to obtain all materials, consumables, tools, plants, Personal Protective Equipment (PPE), uniform, cleaning materials etc., required for successfully providing the services mentioned in the scope of the services and 'Schedule of Services' provided herein to the satisfaction of the Bank's Engineer.
24. Every employee / workmen deployed by the Contractor under the scope of this Annual Service Contract shall wear uniform, a badge bearing her / his name, and Personal Protective Equipment (PPE), while on duty. The said uniform, badge and safety shoes shall be provided by the Contractor at their own cost.

25. Evaluation of bids:

While quoting the rate for item No.1 in the 'Schedule of Services' in the Price bid of the tender, the bidders shall arrive at the rate as per the method given below:

Rate = [(A) + (B) + (C) + (D)]/12, where:

(A) - the component fixed by the Bank as ₹ 3,68,318/-, arrived at using the existing minimum wage of Skilled Technician for 365 days, @ ₹ 893/- per day, as per the latest notification of the Central Labour Commission, which shall be the minimum wage to be paid by the contractor to the skilled Technician to be deployed for day to-day operations & maintenance + Provident Fund @ 13 % of the Minimum Wages.

(B) - variable component 1: additional wages, if any the contractor intends to pay to the Highly Skilled Technician to be deployed for day to-day operations & maintenance over and above the Minimum Wages, statutory subscriptions / payments towards, ESI,

bonus etc. as applicable, providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal hygiene materials, personal protective equipment's (PPEs) / accessories etc., obtaining and submitting Workmen Compensation Policy, overhead charges to ensure monthly payment of wages / salary for the Technician to be deployed or any other overheads / incidental charges etc., per annum the bidder intends to add.

(C) - variable component 2: Overhead Charges on (A) + (B).

(D) - variable component 3: GST @ 18% on (A) + (B) + C).

Tender(s) of those bidders, who quote a rate of less than ₹ 36,218/- [(₹ 3,68,318/- + GST @ 18%)/12, for item No. 1 will not be considered for further processing by the Bank, after opening 'price bids' of the Tenders.

26. Termination of services of any person deployed by the Contractor under the scope of this Annual Service Contract shall be made by a Letter of Termination by the Contractor at their risk and responsibility. The Bank will not issue any letter in this regard.
27. Water & electricity shall be provided free of cost for execution of this Annual Service Contract at available sources. Contractor must make their own arrangements for conveying the same to the required locations. The Contractor shall however take care to ensure that no undue wastage of water / electricity is caused. All necessary safety measures shall be taken by the Contractor to avoid any mishap / accident. The Contractor shall be penalized by the Bank if any laxity on their part is observed in this matter.
28. The Contractor shall provide copies of relevant records during the currency of the Contract, after the Contract and whenever required / demanded by the Bank.
29. The Contractor shall be responsible to maintain all properties, equipment and accessories of the Reserve bank of India entrusted to them. Any damage or loss caused by the Contractor's persons to the Bank in whatever from would be recovered from the Contractor.
30. The Bank does not recognize any employee employer relationship with any of the employee / workmen deployed by the Contractor under the scope of this Annual Service Contract and their services shall be automatically discontinued / terminated with the expiry / termination of the Contract.
31. In the event of any provision(s) of the Contract, require to be modified, after the Contract agreement has been signed, such modification(s) shall be made in writing and signed by the Bank and the Contractor or their authorized representative. Such modification(s) will not be effective until the same have been signed by both the parties. Any verbal or written communication for abandoning, modifying, extending, reducing or supplementing the Contract or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Bank unless and until the same are incorporated in a formal instrument and signed by the Bank and the Contractor. The Bank shall not be under any obligation for providing employment to any of the

employee / workmen deployed by the Contractor under the scope of this Annual Service Contract, after expiry / termination of the Contract.

32. 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 the Specifications or any other matter concerning the Contract they shall well in advance, before submitting their tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted, the matter will be decided according to the terms & conditions of the tender, in the absence of such authentic pre-clarification.
33. The Contractor should credit the salary of the employees / workmen deployed by them under the scope of this Annual Service Contract, directly to the bank account of employees / workmen and submit monthly bank statement showing payment of salary along with the Contractor's monthly invoice / bill. The Contractor will be responsible for opening bank accounts for their employees / workmen deployed by them under the scope of this Annual Service Contract. The onus of making available, all the individual accounts statements of the employees / workmen, if demanded by the Bank is the sole responsibility of the Contractor. In case the Bank receives, any complaint or if the Bank observes that the payment to the employees / workmen are not being made as per statutes, the Bank shall have right to make payment to those employees / workmen at the risk and cost of the Contractor. The Bank shall not be liable for incurring any expenditure whatsoever it may be for the employees / workmen deployed by Contractor under the scope of this Annual Service Contract on account of any such statutory obligation.
34. The Contractor shall deploy only persons who are physically fit for carrying out the work. The Contractor shall engage only those employees, whose age is not less than 21 years.
35. The Contractor shall make available the services of the Skilled Technician, from **9:30 Hrs to 17:30 Hrs, including lunch break**, all the seven days of the week, throughout the year, except National Holidays viz. January 26, May 01, August 15 and October 02. However, the timings may be changed, as per the convenience of the Bank and as decided by the Bank's Engineer.
36. The Contractor should ensure, that the Skilled Technician is deployed on all the days as mentioned above. The Contractor may ensure weekly-off, to their workmen, by suitable substitute arrangements, but it should be ensured that the services of an alternate Skilled Technician is available on all days of the year, as per the timings indicated herein above. In case of absence of the Skilled Technician, the Contractor should ensure that the services of an alternate Skilled Technician, is always available for uninterrupted Operation and Maintenance of the Sewage Treatment Plant (STP), the cost for such arrangement must be included in their rate and no separate amount will be paid separately by the Bank for such arrangement.

37. The Skilled Technician(s) to be deployed under the scope of this Annual Service Contract will be verified / scrutinized for technical capability by the the Bank to ensure the deployment of suitable candidates by the Contractor.

38. Penalty:

The Contractor shall maintain an attendance register duly certified by authorised official(s) of the Bank's and attach a copy of the same with the Contractor's monthly bills, failing which no payments shall be released. **In case, the Skilled Technician, deployed by the Contractor is absent and the Contractor is unable to provide suitable substitute, an amount equal to the [(Minimum Wages + Provident Fund @ 13 % of the Minimum Wages) + GST @ 18%] for the number of days absence, with an additional penalty of Rs.500/- per day of absence, shall be levied by the Bank and the same shall be deducted from the monthly bills, payable to the Contractor.**

In case of absenteeism, the Contractor needs to send a suitable alternative person as a substitute. The Contractor is advised to keep an extra Skilled Technician, capable of Operating & Maintaining the Sewage Treatment Plant (STP), in case of absenteeism, the next person can act as replacement, without hampering any Operations & Maintenance activities.

39. The bidders are advised to visit the Sewage Treatment Plant (STP), to be Operated & Maintained under the scope of the Annual Service Contract, after obtaining prior permission from the Bank's Engineer and acquaint themselves of the site conditions, before submitting their tender.

40. The bidders are advised to submit their tender, based strictly on the General Conditions of the Contract and Scope of Service as specified in the tender documents, and not to stipulate any conditions / deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the rates for the corresponding item in the 'Schedule of Services' in Part II (Price bid) of the tender. Any tender containing deviation from the laid terms and conditions is liable to be rejected.

41. The Contractor shall comply with the provisions of all Contract / Labour Statutes, including the up to date ammenmends. An indicative list of such ststutes are furnished below:

- a) The payment of Wages Act
- b) Employers liability Act, including P.F Act, Gratuity Act, etc.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation and Abolition) Act
- e) Apprentices Act
- f) Any other act or enactment relating thereto, and rules formed there under, from time to time.

42. The intending bidders shall obtain for themselves on their responsibility and cost, all the information, which may be necessary for the purpose of submitting the tender and for entering into a Contract and must inspect the Sewage Treatmment Plat (STP), which

is covered under the scope of this Annual Service Contract and acquaint themselves with all local conditions, means of access to the site, nature and scope of the services to be provided and all matters pertaining thereto. The Bank's decision, in such cases shall be final and shall not be open to arbitration.

43. The Contractor shall strictly comply with the provisions of Contract / Labour Acts or any other Act(s) pertaining to the Contract / Labour, that may be in force at the time of award of the Annual Service Contract or that may be introduced during the currency of the Contract. Compliance with the provisions in such Acts, during the currency of the Contract will be the responsibility of the Contractor.
44. The Contractor shall not be entitled to compensation for any loss suffered by them on account of delays in commencing or executing the contract, whatever the cause of delays may be, including delays arising out of modifications to the scope of the services entrusted to them or in any sub-Contract connected therewith or delays in awarding the Contract or in commencement of the same. The Bank does not accept any liability for any sum besides the tender amount, subject to such variations as are provided for herein.
45. If the successful Contractor fails to comply with any of the conditions of the Contract, they will be debarred from participating in any of the tenders invited by the Bank in future.
46. In case of any deficiency in the services is brought to notice of the Bank, the contractor will be penalised with appropriate amount(s) at the discretion of the Bank and the same will be deducted from the payments due to the contractor against monthly bills or any other amount(s) due to the contractor. This amount will not be refunded to the Contractor, in any case, in future.
47. The Contractor and their employees / workmen deployed by them under the scope of this Annual Service Contract shall be under the general supervision and control of the Bank's Engineer / authorised officials of the Bank for that purpose and shall obtain necessary instructions from them for the day-to-day Operations & Maintenance of the Sewage Treatment Plant (STP) and the allied activities.
48. The Contractor should note that smoking, consumption of alcohol / harmful drugs, chewing pan / tobacco etc., is strictly prohibited in the Bank's premises and ensure that the employees / workmen deployed by them under the scope of the Annual Service Contract, strictly adhere to this prohibition.
49. The Contractor shall remove all their materials, tools, plants, machinery, employees / workmen deployed by them under the scope of this Annual Service Contract from the Bank's premises, immediately on termination / expiry of the Contract and ensure that

such materials / men should not cause / create any disruption / hindrance / problem of any nature in the Bank's premises.

50. Police verification of all employees / workmen deployed under the scope of the Annual Service Contract at the Bank's Premises: The successful bidder shall obtain and submit to the Bank, necessary 'Police Verification Certificate' for each of the employees / workmen to be deployed under the scope of the Annual Service Contract at the Bank's Premises, from the local police authorities, with respect to his / her identity records within 60 days of awarding the Annual Service Contract. Any change of deployment of employees / workmen shall also be subjected to the above provision.

51. Renewal of the Annual Service Contract: The 'Annual Service Contract' (ASC) may be awarded for an initial period of **10 months from June 01, 2025 to March 31, 2026** and may be considered for further Annual renewals for two more Financial Years (FY), i.e. from April 01st to March 31st of FY 2026-2027 & 2027-2028, with the same terms & conditions and applicable revisions of rates for the items of the service, as provided hereunder, provided the Bank finds the services of the Contractor satisfactory. The decision of the Bank in this regard shall be final and binding on the Contractor.

While renewing the 'Annual Service Contract' (ASC), the new rates for the items of service will be arrived at based on the method / formula provided herein below.

For item No. 1 of the 'Schedule of Services':

RA = FC + VC [(10 + 90 x (WIC / WIP)) x 1/100.	
RA	The renewed amount per annum for item No. 1 in the 'Schedule of Services' in 'Annual Service Contract' (ASC).
FC	The component which would fixed by the Bank - [(the revised Minimum Wage of the Skilled Technician to be deployed under the scope of the 'Annual Service Contract' (ASC), as per the latest notification of the Central Labour Commission, at the time of renewal of the 'Annual Service Contract' (ASC), which shall be the Minimum Wage to be paid by the Contractor to the Skilled Technician to be deployed by them for the day to-day Operations & Maintenance of the Sewage Treatment Plant (STP) for 365 days + 13 % of the revised Minimum Wage of the Skilled Technician to be deployed under the scope of the 'Annual Service Contract' (ASC) towards mandatory subscription towards Employees Provident Fund (EPF) to be subscribed by the Contractor to the Employees Provident Fund Organisation (EPFO) in the name of the Skilled Technician to be deployed for 365 days) + GST @ 18%] for item No. 1 in the 'Schedule of Services' of 'Annual Service Contract' (ASC).
VC	Total amount of the variable component per annum, quoted by the Contractor for item No. 1 in the 'Schedule of Services' of the 'Price bid' in the original tender for the 'Annual Service Contract' (ASC), including overhead charges, GST etc., for the first renewal and renewed amount of this component for the previous year, for subsequent renewals.
WIC	Consumer Price Index for Industrial Workers (All India Average), 6 months prior to the date of commencement of the 'Annual Service Contract' (ASC) for the current year.

WIP	Consumer Price Index for Industrial Workers (All India Average), 6 months prior to the date of commencement of the 'Annual Service Contract' (ASC) for the previous year.
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Notes:

While quoting the rate for this item, the bidders shall arrive at the rate as per the method given below:

Rate = [(A) + (B) + (C) + (D)]/12, where:

(A)- the component fixed by the Bank as ₹ 3,68,318/-, arrived at using the existing minimum wage of Skilled Technician for 365 days, @ ₹ 893/- per day, as per the latest notification of the Central Labour Commission, which shall be the minimum wage to be paid by the contractor to the skilled Technician to be deployed for day to-day operations & maintenance + Provident Fund @ 13 % of the Minimum Wages.

(B)- variable component 1: additional wages, if any the contractor intends to pay to the Highly Skilled Technician to be deployed for day to-day operations & maintenance over and above the Minimum Wages, statutory subscriptions / payments towards, ESI, bonus etc. as applicable, providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal hygiene materials, personal protective equipment's (PPEs) / accessories etc., obtaining and submitting Workmen Compensation Policy, overhead charges to ensure monthly payment of wages / salary for the Technician to be deployed or any other overheads / incidental charges etc., per annum the bidder intends to add.

(C)- variable component 2: Overhead Charges on (A) + (B).

(D)- variable component 3: GST @ 18% on (A) + (B) + C).

Important Note: Tender(s) of those bidders, who quote rate of less than ₹ 36,218/- [(₹ 3,68,318/- + GST @ 18%)/12, for this item will not be considered for further processing by the Bank, after opening 'price bids' of the Tenders.

For item No. 2 of the 'Schdeule of Services':

AC = AP [(15 + 55 x (MPC / MPP) + 30 x (WIC / WIP)] x1/100.	
AC	The renewed rate / amount per annum for for item No. 2 in the 'Schedule of Services' in 'Annual Service Contract' (ASC).
AP	The amount per annum, quoted by the Contractor for tem No. 2 in the 'Schedule of Services' of the 'Price bid' in the original tender for 'Annual Service Contract' (ASC), for the first renewal and the contract amount for the previous year, for subsequent renewals.
MPC	Wholesale Price Index for Metal Products, 6 months prior to the date of commencement of the 'Annual Service Contract' (ASC) for the current year.
MPP	Wholesale Price Index for Metal Products, 6 months prior to the date of commencement of the 'Annual Service Contract' (ASC) for the previous year.
WIC	Consumer Price Index for Industrial Workers (All India Average), 6 months prior to the date of commencement of the 'Comprehensive Annual

	Maintenance & Service Contract' (CAMSC) for the current year.
WIP	Consumer Price Index for Industrial Workers (All India Average), 6 months prior to the date of commencement of the 'Annual Service Contract' (ASC) for the previous year.

52. Maintenance of registers and Log books.

- i) An attendance register must be maintained with the Caretaker / Assistant Caretaker / authorised officials of the Bank and the employees / workmen deployed by the Contractor under the scope of the 'Annual Service Contract' (ASC) should duly sign the same with time in the presence of the officials, while reporting for the duty and while relieved from the duty. In case of absence of regular employees / workmen, a separate column must be maintained for the substitute / replacement employees / workmen.
- ii) A 'Log Book' containing all technical data, shall be maintained in Sewage Treatment Plant (STP). This 'Log Book' shall contain the details of day-to-day and periodical operations, approximate quantities of per day raw sewage input, treated water output, dried sludge generated & quality parameters of sewage (both raw and treated), services / maintenance works carried out, defects noticed, action taken to rectify the noticed defects, details of spares replaced etc., in consultation with Bank's Engineer. These registers shall be updated on a day-to-day basis and made available to the Bank's Engineer, for verification on a weekly basis.

53. List of documents to be submitted along with monthly bills:

Copies of the following documents, duly certified by the Caretaker / Assistant Caretaker / any other authorised officials of the Bank and signed by the Contractor to be submitted along with the monthly bill for payment:

- i) Copy of Attendance Register.
- ii) Declaration for compliance with the provisions of the Contract Labour Act & Minimum Wages Act.
- iii) Copies of relevant pages of the 'Log Book' & 'Service Reports', showing various preventive maintenance & breakdown services done, spares replaced etc., during the month, for which the bill is submitted by the contractor.
- iv) Monthly 'Test Reports' of 'Raw' & 'Treated' sewage and dewatered sludge.
- v) Bank statement showing payment of Minimum Wages to the employee(s) / workmen deployed under the scope of this 'Annual Service Contract' (ASC).
- vi) Any other document(s) as directed by Bank's Engineer / authorised official.

54. The Contractor shall submit a certificate certifying the following along with monthly bills:

- a) Wages / salaries to the employees / workmen, deployed under the scope of this 'Annual Service Contract' (ASC) were credited to bank accounts of the respective employees / workmen on _____(date). Copies of the bank statement of the respective employees / workmen for the particular month for which the contractor has submitted the bill shall be submitted along with the certificate.
- b) Contribution / subscription towards the Employees State Insurance (ESI) for the employees / workmen, deployed under the scope of this 'Annual Service Contract' (ASC) amounting to ₹ _____ was deposited on _____ (date).

Copies of proof of subscription for the particular month for which the contractor has submitted the bill shall be submitted along with the certificate, if the contractor is registered with the Employees State Insurance Corporation (ESIC).

- c) Contribution / subscription towards the Employees Provident Fund for the for the employees / workmen, deployed under the scope of this 'Annual Service Contract' (ASC) amounting to ₹_____ was deposited on _____ (date). Copies of proof of subscription for the particular month for which the contractor has submitted the bill shall be submitted along with the certificate.
- d) Complied with all statutory Contract / Labour Laws including Minimum Wage Act.

55. Terms of Payment.

- i) Payment towards the employees / workmen deployed by the Contractor under the scope of this 'Annual Service Contract' (ASC), will be made by the Bank, on submission of the bill by the Contractor, on a monthly basis, after satisfactorily providing the services for each month, as per the actual number of employees / workmen deployed during that month, along with the copies of documents specified herein above. The Contractors are advised to submit proof of deployment of the employees / workmen in the form of copies of relevant pages of the attendance register, duly certified by the Caretaker / Assistant Caretaker / any other authorised officials of the Bank and proof of payment of Minimum Wages to the employees / workmen, as specified herein above, along with their monthly bills.
- ii) The Bank's authorised official(s) may verify the deployment of employees / workmen at regular intervals, hence the attendance register should be made available for verification by the Bank's officials at any point of time.
- iii) The Contractor shall submit their monthly bill, for the services provided under the scope of the 'Annual Service Contract' (ASC), along with copies of the relevant pages of the attendance register, duly certified by the Caretaker / Assistant Caretaker / any other authorised officials of the Bank. Wages / salaries, which should not be less than the Minimum Wages stipulated by the Central Labour Commission (CLC) in their latest notification must be paid to the employees / workmen by the Contractor, on a monthly basis not later than the first week of every subsequent month, without waiting for the payment from the Bank.
- iv) If the Contractor fails to provide proof(s) of payment of statutory dues, the Bank may terminate the Contract at its discretion. The Contractor shall make, payment of monthly wages to the employees / workmen deployed at Bank's premises under the scope of this 'Annual Service Contract' (ASC), through bank accounts only, preferably by NEFT. Cash payment in any other form (Direct cash payment / cash deposit in the accounts / Cash deposit in the ATM / Payment through Bearer Cheque) will not be considered valid by the Bank. If the Contractor does not make payment of wages / salaries to the employees / workmen deployed by them under scope of this 'Annual Service Contract' (ASC) through bank account of the respective employees / workmen, the Bank has every right to terminate the Contract at its discretion. Payments towards Employees Provident Fund (EPF), Employees State Insurance (ESI), Bonus etc., shall be ensured as per the statutes in force.
- v) Payment against monthly bills submitted by the Contractor will be paid by the

bank by NEFT / RTGS, within **45 days** from the date of receipt of proper invoice / bill, along with copies of the documents stipulated herein above.

- vi) In case, if the Bank requires deployment of additional employees / workmen, for any reason, whatsoever it may, the Contractor should be in a position to deploy such workmen on pro-rata basis of the Contract amount.

56. Insurance.

- i) The successful bidder, shall obtain and submit to the Bank, before commencement of the work, a '**Workmen Compensation Policy**', for the employees / workmen, deployed by them under the scope of the 'Annual Service Contract' (ASC) in the Bank's premises, with a minimum coverage (insured amount), as per the Minimum / Actual Wages / salary paid to them and valid for one year, from the date of award of the 'Annual Services' (ASC) and thereafter for the subsequent years, if the 'Annual Services' (ASC) is renewed by the Bank for subsequent periods. The Contractor shall indemnify the Bank, against any loss or damage that occurs to persons or property of the Bank or any third party, by obtaining and submitting a 'Third Party Liability Insurance Policy, with a minimum coverage (insured value) of ₹ 2 lakh per person per accident, in case of accident(s) to people and ₹ 5 lakh for damage to property per accident. The policies shall be obtained, in the joint names of Reserve Bank of India and the Contractor, from an insurance company, approved by the Bank, with Reserve Bank of India as the first name, at the contractor's responsibility & cost, before commencement of the Contract.

Note: The insurance policies mentioned above, shall be valid for the period of the Contract. If the Contractor fails to obtain and submit the said policies, the Bank may obtain the same, at the risk & cost of the Contractor and recover the cost towards the same, along with penal charges, as the Bank may deem fit (with an upper ceiling of double the premium amounts), from any payments, due to the Contractor.

- ii) The Contractor shall indemnify and keep indemnified the Bank against:
 - a. Claims arising out of any third-party loss / damage to life or property caused during execution of the Contract.
 - b. Any claim arising out of loss / damage to the workmen engaged by the Contractor during execution of the work.
 - c. Any claim due to non-compliance of applicable Contract / Labour laws, PF / ESI, regulations etc.

Notwithstanding anything specified above, the Contractor shall be responsible for taking all necessary actions / measures to maintain the safety, cleanliness, hygiene and sanitation of the Sewage Treatment Plant and its surroundings.

I / We hereby declare that I / We have read and clearly understood the above instructions for guidance and will abide by the same.

The conditions hereinbefore referred to:

- Interpretation Clause 1. In the Contract (as hereinafter defined) constructing these Conditions, the Specifications, Schedule of Services and Contract Agreement, the following words and expression shall have the meaning therein assigned to them except where the subject or context otherwise requires:
- (a) 'Employer' Shall mean The Reserve Bank of India and shall include its assigns and successors.
- (b) 'Contractor' in the case of a partnership firm 'Contractor' shall mean and partners in the name and style of M/s. having a place of business at and shall include the partners for the time being of the said firm the legal representatives of a deceased partner.
- In the case of Individual 'Contractor' shall mean Smt. / Shri. trading in the name and style of Smt. / Shri. having a place of business at and shall include its heirs, successors and legal representatives.
- In the case of company 'Contractor' shall mean a company incorporated under Compamnys Act in the year and having its registered office at and shall include his successors and assigns.
- (c) 'Bank's Engineer' Shall mean the person appointed by the Bank to act as Engineer for the Contract and named as such in the conditions.
- (d) 'Site' Shall mean the site of the Contract service including any building(s), plants & equipment & erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
- (e) 'This Contract' Shall mean the Articles of Agreement, the Special conditions, the Conditions of the Contract, the Tender (Part I & Part II), the Letter of Acceptance / Award, the Appendix, the Schedule of Services, Scope of Services and Specifications and such further documents as may be expressly incorporated in the Letter of Acceptance / Award or Articles of Agreement attached hereto and duly signed by the Contrcator and the Bank's authorised representative.
- (f) 'Specifications' Shall mean the specifications of the services included in the Contract and any modification thereof or addition thereto made

or submitted by the Contractor and approved by the Bank's Engineer.

- (g) 'Schedule of Services' Shall mean the priced and completed Schedule of Services forming part of the tender
- (h) 'Tender' Shall mean the Contractor's priced offer to the Bank for the execution and completion of the 'Annual Service Contract' (ASC) and remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance / Award by the Bank.
- (i) 'Letter of Acceptance / Award' Shall mean the formal acceptance by the employer of the tender.
- (f) 'Notice in writing' Or written notice shall mean a notice in hand written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (f) 'Act of Insolvency' Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (g) 'Net Prices' If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression 'Net Rates' or 'Net Prices' when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.
- (h) 'The Works' / 'Services' Shall mean **'Annual Contract for day-to-day Operations & Maintenance (O&M) and Comprehensive Maintenance of 15 KLD capacity Sewage Treatment Plant, at the Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011'** as provided herein.

Note: Words imparting persons include firms and corporation. Words imparting the singular also include the plural and vice versa where the context requires.

Scope of the Contract 2. The Contractor shall provide the said services in every respect, in accordance with this 'Annual Service Contract' (ASC) and as per the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may at her / his

absolute discretion and from time to time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as 'Bank's Instructions' regarding:

- (a) The variation or modification of the quality or quantity of any services or the additions or omissions or substitutions of any services.
- (b) Any discrepancy in the 'Schedule of Services' or 'Scope of Services'.
- (c) The removal from the site of any material / workmen brought thereon by the Contractor and the substitution of any other material therefore.
- (d) The dismissal from the works of any persons employed thereupon.
- (e) The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any services comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or their representative upon the site by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within 7 (seven) days, and if not dissented from in writing within a further period of 7 (seven) days by Bank's Engineer, such instructions shall be deemed to be the Bank's Engineer's instructions within the scope of the Contract.

Variations to be approved by the Bank.

3. The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.

Schedule of Services and Agreement

4. The Contract shall be executed in duplicate and the Bank and the Contractor shall be entitled to one executed copy of each for their use. The Bank, on signing the Contrcat agreement hereof shall provide a free of cost copy of the Contrcat agreement and further instructions (if any) issued during the progress of the Contract. Any further copies of the Contract agreement, if required by the Contractor shall be provided on payment of the charges fixed by the Bank. The Contractor shall keep one copy of the Contract in the Sewage Treatment Plant (STP) and the Bank's Engineer or her / his representative shall at all reasonable times have access to the same.

Contractor to provide everything necessary at her / his cost

5. The Contractor shall provide at his cost everything necessary for the proper execution of the Contract according to the intent and meaning of the Contract. Schedule of Services and specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and it the Contractor finds any discrepancy in the Schedule of Services and specifications she / he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be

followed.

Authorities,
notices and
patents

6. The Contractor shall conform to the provisions of any Acts of the Legislature relating to the Contract 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 structure is proposed to be connected, and shall, before making any variations form the Schedule of Services, or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within 10 (ten) days receive such instructions, she / he shall proceed with the services conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 18 thereof.

The Contractor shall bring to the attention of the Bank's Engineer 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 submit the receipts with the Bank's Engineer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all action arising from such claims, and shall herself / himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

Setting out of
works

7. Not applicable to this Contract.

Materials &
workmanship to
strictly conform
to the
specifications

8. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Services and / or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall arrange for and / or carry out test of any materials, as per relevant IS provisions through the reputed laboratories prior to use in the work, if so desired by the Bank. The Contractor shall arrange for manufactures' test certificate for any material which the Bank may require from time to time before the execution using intended material. **The testing of material (Third Party Test) shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Bank on production of vouchers / paid receipt.**

Contractor's
superintendence
and
representative
on the works.

9. The Contractor shall give all necessary personal superintendence during the execution of the 'Annual Service Contract' (ASC) and as long thereafter as the Bank's Engineer may consider necessary.

Dismissal of
workmen.

10. The Contractor shall on the request of the Bank's Engineer immediately dismiss from the Bank's premises any person

employed thereon by them who may, in the opinion of the Bank's Engineer, be incompetent or misconduct herself / himself and such persons shall not be again deployed in the Bank's premises, without the permission of the Bank's Engineer.

Access to works 11. The Bank's Engineer and any other authorised official(s) of the Bank shall at all reasonable times have free access to the Sewage Treatment Plant and its surroundings and / or to the workshops, factories or other places where materials of the Contractor pertaining to the 'Annual Service Contract (ASC) are lying or from where they are being obtained and the Contractor shall give every facility to the Bank's Engineer and any other authorised official(s) of the Bank, necessary for inspections and examinations and tests of the materials and workmanship. Person(s) not authorized by the Bank's Engineer, except the representatives of the statutory authorities shall be allowed on the works at any time.

Assistant General Manager / Manager / Assistant Manager 12. The term Assistant General Manager (Tech.) / Manager (Tech.) / Assistant Manager (Tech.) shall mean the person appointed and paid by the Bank. The Contractor shall afford the Assistant Manager (Tech.) / Manager (Tech.) / Assistant Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring the works and materials.
The Assistant General Manager (Tech) / Manager (Tech.) / Assistant Manager (Tech.) or any authorised official(s) of the Bank shall have power / authority to give notice to the Contractor or to his authorised representative of non-approval of any service or materials. The work / service will from time to time be examined by the Assistant General Manager (Tech.) / Manager (Tech.) / Assistant Manager (Tech.), but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects, which may be found during the currency of the Contract. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

Assignment and Subletting 13. The whole of the services included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part / share thereof or any interest therein without the prior written consent of the Bank and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during currency of the Contract.

Alterations, additions, omissions etc. 14. No alteration, omission or variation shall vitiate this Contract, but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the service or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any service extra to or make any alterations or additions to or omissions from the services or any deviation from any of the

provisions of the Contract, Stipulations or Specifications or Scope of Services, without the previous consent of the Bank's Engineer in writing and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer, in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.

Schedule of Services. of 15. The Schedule of Services, unless otherwise stated shall be deemed to have been prepared in accordance with the prevailing standards. Any error in description or the Scope of Services or omission of services from the 'Schedule of Services' shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 18 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's priced 'Schedule of Services'.

Sufficiency of Schedule of Services of 16. The Contractor shall be deemed to have satisfied themselves before submitting their bids as to the correctness and sufficiency of the bid and of the prices stated in the 'Schedule of Services' and / or the Schedule of Rates and Prices which rates and prices shall cover all the matters and things necessary for providing the services.

Measurement of works Not applicable for this Contract.

Prices for extras etc. ascertainment of 18. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer add to, omit from or vary the services described in the specifications and scope of services or included in the Schedule of Services, but the Contractor shall make no addition, omission or variation without such authorization or direction of the Bank's Engineer. A verbal authority or direction by the Bank's Engineer shall, if confirmed by her / him in writing, within 7 (seven days), be deemed to have been given in writing.
No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 6 hereof or by the authority of the Bank's Engineer as mentioned herein. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.
a) (i) The net rates or prices in the original tender shall determine the valuation of the extra service, where such extra service is of similar character and executed under similar conditions as the services priced therein.
(ii) Rates for all items of services, wherever possible, should be derived out of the rates given in the Priced Schedule of Services.
b) The net prices in the Schedule of Services in the original tender shall determine the value of the services omitted if omissions vary the conditions under which any remaining services are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

- c) Where the extra services are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of services are carried out or if the amount of any omissions or additions related to the amount of the whole of the 'Annual Service Contract' (ASC) or to any part thereof shall be such that in the opinion of the Bank's Engineer, the net rate of price contained in the Priced Schedule of Services or tender or for any item of the service involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it shall think reasonable.
- d) Where extra services cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Services or, if not so stated, then in accordance with the local day work rates and Minimum Wages for the zone / area, as per the latest notification of the Central Labour Commission (CLC) provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer, the names of the workmen deployed) and materials used be delivered for verification to the Bank's Engineer or her / his representative at or before the end of the week following that in which the service was provided.
- e) It is further, clarified that for all such authorized extra services, where rates cannot be derived from the tender, the contractor shall submit rates, supported by rate analysis worked on the 'actual cost basis', plus 15% towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation.

- f) The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and her / his attention is drawn to the fact that the rates for each item in the priced Schedule of Services should be correct, workable and self-supporting. The quantities in the Schedule of Services approximately indicate the total extent of service to be provided, but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. However, during the actual execution of the work, if the quantities exceeds by more than 25% of the tender quantities, the quantity of such items executed, by the authority of the bank's Engineer in excess of 25% of the tender quantity shall be considered as extra item of service, for which the Contractor shall submit fresh rates supported by rate analysis worked on actual cost basis +15% towards the establishment charges ,contractors overhead & profit .The rates for all such items of service ,being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labour rates as per escalation formula, if any ,given in the tender .If any of the items of work is omitted from the accepted tender at the sole discretion of the Bank, the Contractor shall not be entitled to any claim on this account.

Unfixed materials when considered to be the property of the Bank.

19. Where in any Certificate (of which the Contractor has received payment), the Bank's Engineer has included the value of any unfixed materials intended for and / or placed on or adjacent to the works such materials shall become the property of the Bank and they shall not be removed except for use upon the works, without the written authority of the Bank's Engineer. The Contractor shall be liable for any loss of or damage to, such materials.

Removal of improper works

20. The Bank shall, during the currency of the Contract, have power to order in writing from time to time the removal of the works / materials, within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Specifications or instructions of the Bank's Engineer and the Contractor shall forthwith carry out such order at her / his own cost. In case of default on the part of the Contractor to carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any money due, or that may become due, to the Contractor.

Defects in the materials / spare parts used in the

21. Any defect or other faults which may appear during the currency of the Contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's

work. Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Bank, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any payment due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work.

Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

Certificate of Virtual Completion 22. The 'Annual Service Contrcat' (ASC) shall not be considered as completed until the Bank's Engineer has certified in writing that its has been virtually completed.

Nominated Sub-Contractor 23. All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Services and / Scope of Services or specifications, who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.
No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the Bank's Engineer' and Contractor shall otherwise agree) who will not enter into a Contract providing.

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the Contractor or under any Workmem Compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of the receipt of the Bank's Engineer's Certificate provided that before any Certificate is issued, the Contractor shall upon request furnish, to the Bank's Engineer proof that all nominated Sub-Contractor's accounts, included

in previous Certificates have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of Contract as between the Bank and Sub-Contractor.

Other persons employed by the Bank

24. The Bank reserves the right to use the Sewage Treatment Plant (STP) and its surroundings for execution of any work not included in this Contract, which it may desire to be carried out through any other contractor / vendor and the Contractor shall allow all reasonable facilities for the execution of such works but shall not be required to provide any plants or materials for the execution of such works, except by special arrangement with the Bank. Such works shall be carried out in such manner as not to impede the progress of the works / services included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such works.

Insurance respect damages to persons property

in 25. The Contractor shall be responsible for all injuries or damages to the persons, animals or things and for all damages to the property, which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees / workmen. The liability under this clause shall cover also, inter-alia any damages to the structures / installations / finishes, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damages caused to the buildings and other structures / installations / equipment / accessories and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the building and other structures / installations and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Bank and hold it harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The Contractor shall indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person(s) in respect of anything which may arise in respect of this 'Annual Service Contrcat' (ASC) or in consequence thereof and shall at their own responsibility and cost, effect and maintain until the Virtual Completion of the Contract, with an Insurance Company, approved by the Bank, a policy of Insurance in the joint names of the Bank and the Contractor (name of the Bank being placed first in the policy) against such risk and deposit such policy or policies before commencement of the 'Annual Service Contrcat' (ASC). The minimum limit of the coverage under the policy shall be ₹ 2 lakh per person for any one accident or occurrence and ₹ 5 lakh in respect of damage to property for

any one accident or occurrence, subject to an overall ceiling of ₹ 10 lakh. The contractor shall also indemnify the employer against all claims, which may be made upon the Employer, whether under the **Workmen's Compensation Act** or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall at his **own expense** effect and maintain until the Virtual Completion of the contract or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Bank from time to time during the currency of this Contract.

In default of the contractor insuring as providing above, the Bank may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor along with any amount of penalty, a steh Bank may deem fit.

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

The Contractor shall also indemnify and keep Indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the Bank against the Contractor in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor, the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable the Contractor under this clause.

The Contractor shall upon settlement by the insurer, pursuant to a policy taken under this clause, proceed with due diligence to re-build or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for re-building or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however, not be entitled to reimbursement by the Bank of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to the liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works / services, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies.

The contractor shall not permit a **nominated sub-contractor to commence the work / service at the site unless the said insurance policies are submitted**. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-

Contractor.

Date of commencement and completion.	26. The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer.
Liquidated Damage for non-completion	27. Not applicable to this Contract.
Delay and extension of time	28. Not applicable to this Contract.
Failure of the Contractor to comply with Bank's Engineer's instructions	29. If the Contractor, after receipt of written notice from the Bank's Engineer, requiring compliance within ten days fails to comply with such further instructions the Bank may employ and pay other persons / vendors / contractors, to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on the Certificate of the Bank's Engineer as a debt or may be deducted from any money due to the Contractor.
Termination of Contract by the Bank	<p>30. If the Contractor being an individual or a firm commits any 'act of insolvency' or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of any Court of Justice and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to them requiring them to do so, to show to the reasonable satisfaction of the Bank's Engineer that they are able to carry out and fulfil the Contract and to give security therefore, if so required by the Bank's Engineer .</p> <p>Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.</p> <p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.</p> <p>Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained.</p> <p>Or shall charge or encumber this Contract or any payments due of which may become due to the Contractor hereunder.</p> <p>Or if the Bank's Engineer shall certify in writing that the Contractor,</p> <ol style="list-style-type: none">Has abandoned the Contract or,Has failed to commence the services, or has without any lawful excuse under these Conditions suspended the progress of the services for fourteen days, after receiving from the Bank's Engineer notice to proceed or,Has failed to proceed with the service with such due diligence during the currency of the Contract or,

- iv. Has failed to remove materials from the site or replace the materials for seven days, after receiving the Bank's Engineer's written notice that the said materials were condemned and rejected by the Bank's Engineer under these conditions or,
- v. Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given by the Bank's Engineer to the Contractor, requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by its agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of its own servants and workmen for providing the required services or by employing any other Contractor or other person or persons to provide the services, 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 performing the services using the materials and plant for the services. When the 'Annual Service Contract' (ASC) is expired / terminated or as soon thereafter at her / his convenience, the Bank's Engineer shall give a notice in writing to the Contractor to remove their surplus materials and tools & plants and should the Contractor fail to do so within a period of fourteen days after receipt thereof by them, the bank may sell the same by public auction and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under her / his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said materials and tools & plants so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the services 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 Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive.

Termination of the Contract by Contractor	31. If the payment of the amount payable by the Bank under Certificate of the Bank's Engineer shall be in arrears and unpaid for 45 days, after submission of the monthly bill(s) requiring payment of the amount as aforesaid or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Bank's Engineer or by any
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injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at Liberty to determine the Contract by notice in writing to the bank through the Bank's Engineer and they shall be entitled to recover from the Bank, payment for all the services provided as per the Contract and for any loss they may suffer 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 18 hereof.

Certificates and payments

32. (a) The Bank shall pay the Contractor, the monthly rate / amount quoted by the Contractor in the priced Schedule of Services, on a monthly basis, on receipt of the monthly bills along with the documents stipulated herein, after satisfactorily providing the service for the month, based on the certification by the Bank's Engineer, after the deductions as specified herein.

(b) The Bank's Engineer shall have power to withhold any Certificate, if the service or any parts thereof are not being carried out to her / his satisfaction.

(c) The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by her / him.

(d) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to execute the formal Contract agreement and obtain & submit the insurance policies as stipulated herein.

(e) Payment against monthly bills shall be made based on the certification of the bill received from the Contractor, after the same is certified by the Bank's Engineer, within the periods specified herein.

Delayed Payment

33. Any amounts payable by the Bank to the Contractor, based on the certification of the bill by the Bank's Engineer shall, if not paid within the 'Period of honouring certificates' named in the Appendix, carry interest at the rate named in the Appendix as the 'Rate of Interest for delayed payment' from the date upon which such sum ought to have been paid by the Bank until the payment.

Matters to be finally determined by the Bank

34. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause 2 (a), 2(b), 4, 7, 12 & 20 hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of disputes through arbitration

35. All disputes and difference of any kind whatever arising out of or in connection with the Contract or the carrying out of the services (whether during the currency of the Contract and

whether before or within 12 months of determination abandonment or breach of the Contract) shall be referred to the Bank, giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank, who shall state its decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Bank with respect to any of the exempted matter shall be final and without appeal as stated in Clause 34 hereof. But if the Contractor be dissatisfied on any other matter, the Contractor may within 28 days after receiving notice of such decision upon, shall submit in writing for arbitration. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree, a single Arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of a single Arbitrator, both the parties will nominate one person each as an Arbitrator on their behalf. The two Arbitrators nominated by the parties shall nominate one more person to act as third Arbitrator or Umpire.

The Arbitrator or Arbitrators shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the exempted matters, referred to in the preceding Clause, and to determine all matters in dispute, which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators shall make her / his / their award within one year (or such further extended time as may be decided by him or them with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the Arbitrator or the Arbitrators, shall make an award in terms of such settlement of compromise.

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the Arbitrator or Arbitrators shall be final and binding on the parties. It is agreed that the Contractor shall not cease to provide the services by reason of any such matter, question or dispute being referred to arbitration, but shall continue to provide the services with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators shall relieve the Contractor of their obligations to adhere strictly to the Bank's Engineer's instructions about the actual execution of the Contract. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

Right of Scrutiny of works / bills.	36. The Bank shall have the right to cause examination of the works / bills by any of the persons or organization as appointed by it and the bills of the Contractor, including all supporting vouchers, documents, etc., and if because of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum from any payment due to the Contractor in connection with this Contract or any other works / services being carried out / provided by the Contractor elsewhere under the Reserve Bank of India.
The Bank entitled to recover compensation paid to workmen.	37. If, for any reason, the Bank is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to any employee / workman / workmen employed by the Contractor under the scope of this 'Annual Service Contract' (ASC), the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit (SD) or from any sum due by the Bank to the Contractor under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Bank for all cost, for which the Bank might become liable in consequence of contesting such claim.
Abandonment of the Contract.	38. If at any time after the acceptance of the tender, the Bank shall for any reasons whatsoever, not require the whole or any part of the services specified under the scope of the 'Annual Service Contract' (ASC), the Bank's Engineer shall give notice in writing to the Contractor, who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which they might have derived from the execution of the Contract.
Right of Bank to terminate the Contract in the event of death of the Contractor, if the Contractor is an individual	39. Without prejudice to any of the right or remedies under this Contract, if the Contractor being an individual die, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.
Marginal Notes.	40. The Marginal Notes and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken in to account in the interpretation of these present and the annexures hereto.

Appendix hereinbefore referred to:

1.	Date of commencement of the services	June 01, 2025
2.	Periodicity of payments.	Monthly, after satisfactorily providing the services for the previous month.
3.	Performance Security Bank Guarantee	5% of the accepted 'Contract Value'
4.	Security Deposit (SD)	Performance Bank Guarantee for 5% of the accepted Contract Value, which will be released by the Bank, after successful completion of the Contract Period.
5.	Period for payment against monthly bills	45 days from the date of receipt of the Contractor's monthly bill, along with the copies of the certified documents stipulated herein.
6.	Interest for delayed payment	3% simple interest per annum.

1 Special Conditions of the Contract

- 1) The services specified under the scope of the 'Annual Service Contract' (ASC) shall be provided at the Main Office Premises of Reserve Bank of India, Bhopal.
- 2) Contractors shall acquaint themselves of the security procedures of the Bank. They shall make necessary arrangements to obtain necessary passes for their employees / workmen and supervisory staff to be deployed under the scope of this 'Annual Service Contract' (ASC) against submission of required ID proof(s), as required by the Security Officials of the Bank.
- 3) Service specified under the scope of the 'Annual Service Contract' (ASC) shall be provided from 9.30 hrs to 17:30 Hrs on all days (365 days) of the year, including holidays, Sundays and Saturdays falling within in the contract period. However, to work on Saturdays / Sundays / beyond office hours of the Bank, they shall be permitted to work with prior approval of the Bank. The Contractor shall obtain necessary working permits, entry passes well in advance for working on Saturdays / Sundays / Holidays / beyond office hours of the Bank, for which they shall not be entitled for any additional payment. The contractors shall comply with statutory requirements to work on holidays at their own risk & cost and indemnify the Bank for any risks associated with it.
- 4) The Contractors shall be responsible for safety & security of their materials / labour & fire safety at all the times as per the Safety & Fire Safety Codes provided hereof.
- 5) The Contractor shall submit the bill as per the format of the Schedule of Services provided herein.

Scope of Annual Service Contract (ASC):

The scope of services to be provided under two items in the Schedule of Services are furnished below:

Item No.1: Day-to-day operations, maintenance, and upkeep of the 15 KLD capacity Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc., and immediate surroundings:

The scope of service under this item is for the day-to-day operations, maintenance, and upkeep of the 15 KLD capacity STP & its allied equipment / installations available at the Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011 and their immediate surroundings, comprising the following, for a period of 2 years and 10 months, commencing from June 01, 2025, comprising the following:

- a) The contractor shall be liable for entering in to and Annual Service Contract (ASC), for deploying a skilled Technician(s) having a minimum working experience of 2 years in the relevant field and well-versed & capable to do the operations and maintenance of the MBBR type STP & its allied equipment / installations, on a daily basis between 9.30 Hrs to 17.30 Hrs (including deploying a substitute on the weekly-off days and in the absence of the regular Technician) throughout the year, for a period of 2 years and 10 months, commencing from June 01, 2025. The Technician so deployed should be liable for the day-to-day operations, maintenance, upkeep and cleanliness of the MBBR type STP & its allied equipment / installations, plant area and its surroundings and real-time reporting of any breakdown / malfunctioning of the STP or & its allied equipment / installations to the authorized officials of the Bank and the contractor, for remedial measures / repairs / servicing. The Technician shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of day-to-day operations / maintenance, break-down if any, remedial measures taken etc., daily and submit the same to the Estate Department, Bhopal on a weekly basis and during inspections of the Bank's officials, for verification. Shifting the dried sludge, generated from the STP and stacking the same at designated location(s) within the office premises, for its use as manure shall also be the liability of the Technician. The Technician shall also be liable for maintaining the STP & its allied equipment / installations, accessories etc., as per the guidelines of the Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time. She / he shall, check / test the quality of the treated sewage (both treated water and dewatered sludge output) to ensure that all the parameters of the treated sewage (both treated water and dewatered sludge output), shall be within the permissible limits as per the stipulations Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time.
- b) The scope of work under the item shall also include disposing and carting away the surplus de-watered sludge generated from the plant, after keeping quantity required by the Bank to be used as manure within the office premises, from the office premises to an authorized dumping yard, as directed by the Bank's Engineer. Any charges / penalties levied by such statutory bodies, because of non-compliance of such stipulations / requirements shall be paid by the contractor on behalf of the Bank, failing which the Bank shall pay the same and debit the same along with additional penalties as it may deem fit.
- c) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal hygiene materials, personal protective equipment's (PPEs) / accessories etc., and suitable uniform with the name of

- the contractor inscribed on it at her / his / their cost, for the Technician to be deployed for day-to-day operations and maintenance.
- d) The bidders shall offer their all-inclusive rates per month, which shall be applicable for an initial period of 10 months from June 01, 2025.
 - e) Payment towards the 'Annual Service' under the scope of this item shall be made by the Bank to the contractor on a monthly basis, after satisfactorily providing the service for the previous month, on submission of the bill, along with required documents, service reports, water testing reports etc., as specified herein.
 - f) Deduction for any absence of the Technician(s) during 'Annual Service Contract' (ASC) period: Minimum Wages of the Technician(s) as per the latest notification of Central Labour Commission (CLC) prevailing on that day(s) + Penalty of ₹ 1,000/- per day per person absent, with a ceiling of 50 % of the amount quoted by the contractor for this item, shall be levied by the Bank, if the contractor fails to deploy the Technician(s) on any day, as indicated above. The penalties shall be recovered from any dues payable to the contractor or by invoking the Performance Bank Guarantee to be submitted by the contractor on award of the Annual Service Contract by the Bank.
 - g) The successful bidder shall enter into an agreement with the Bank for the 'Annual Service of the STP, as per the terms & conditions provided herein.
 - h) The contractor shall be liable to ensure payment of Minimum Wages to the Technician(s) deployed under the scope of this item, as per the 'Minimum Wages' stipulated in the latest notification of the Central Labour Commissioner (CLC) at any point of time.
 - i) The rate for the 'Annual Service' under this item shall be deemed to include the charges for the obtaining, submitting and maintaining a Workmen Compensation Policy (WCP), valid for the contract period, from an approved insurance agency, for the workmen [Technician(s)] to be deployed for under the scope of this item.
 - j) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal protective equipment's (PPEs), personal hygiene materials etc., and suitable uniform with the name of the contractor inscribed on it at her / his / their cost.
 - k) The contractor shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of the day-to-day operations & maintenance activities, routine / break-down services done, remedial measures taken etc., during the visits of the Engineer / Technician, covered under the scope of the 'Comprehensive Annual Maintenance & Service' under item No. 2 below. The same shall be updated daily submitted to the Estate Department of the Bank on a weekly basis and during inspections of the Bank's officials, for verification.
 - l) The contractor shall pay the wages / salary to the Technician to be deployed for day-to-day operations and maintenance on monthly basis.
 - m) Renewal: The 'Annual Service Contract' (ASC) may be awarded for an initial period of 10 months from June 01, 2025 and may be annually renewed (from April 01 to March 31) for a total further period of 2 years or more at the discretion of the Bank. While renewing 'Annual Service Contract' (ASC), the new rate for this item will be arrived at based on the method / formula provided in Part I of the Tender.

Notes:

While quoting the rate for this item, the bidders shall arrive at the rate as per the method given below:

Rate = [(A) + (B) + (C) + (D)]/12, where:

(A)- the component fixed by the Bank as ₹ 3,68,318/-, arrived at using the existing minimum wage of Skilled Technician for 365 days, @ ₹ 893/- per day, as per the latest notification of the Central Labour Commission, which shall be the minimum wage to be paid by the contractor to the skilled Technician to be deployed for day to-day operations & maintenance + Provident Fund @ 13 % of the Minimum Wages.

(B) - variable component 1: additional wages, if any the contractor intends to pay to the Highly Skilled Technician to be deployed for day to-day operations & maintenance over and above the Minimum Wages, statutory subscriptions / payments towards, ESI, bonus etc. as applicable, providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal hygiene materials, personal protective equipment's (PPEs) / accessories etc., obtaining and submitting Workmen Compensation Policy, overhead charges to ensure monthly payment of wages / salary for the Technician to be deployed or any other overheads / incidental charges etc., per annum the bidder intends to add.

(C)- variable component 2: Overhead Charges on (A) + (B).

(D)- variable component 3: GST @ 18% on (A) + (B) + C).

Important Note:

Tender(s) of those bidders, who quote rate of less than ₹ 36,218/- [(₹ 3,68,318/- + GST @ 18%)/12, for this item will not be considered for further processing by the Bank, after opening 'price bids' of the Tenders.

Item No.2: 'Comprehensive Annual Maintenance & Service' of the 15 KLD capacity Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc.:

The scope of service under this item is for the 'Comprehensive Annual Maintenance & Service' of the **15 KLD capacity** Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc. and their immediate surroundings, comprising the following, for a period of 2 years and 10 months from June 01, 2025, to ensure its operational / serviceable / trouble-free / efficient conditions, comprising the following:

- a) Inspection of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc., once in every month and as and when found necessary by the Bank (whenever any defects / malfunction / deficiency of the system is noticed / reported), for diagnosing the defects / faults & rectifying the same. During the inspections each part / component of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc, shall be thoroughly verified for any defects / malfunctions / erosion / wear & tear etc.
- b) Repairing / servicing, supplying spares / parts / accessories required for replacement of defective / faulty / dysfunctional ones, to bring the system to its original operational / serviceable / efficient condition and to ensure for smooth, trouble-free and efficient operations, functioning and serviceability of the STP & its allied equipment / installations, accessories etc., during the 'Comprehensive Annual Maintenance & Service' period under the scope of this item. In this regard the contractor shall maintain required quantity of spares / parts / accessories for regular use and immediate replacement(s) of defective / damaged / dysfunctional ones, during day-to-day operations & regular / breakdown maintenance. Cost of these spares / parts / consumables, which may be required daily and during the regular / break-down maintenance is deemed to be included in the rates quoted by the contractor.
- c) Any spares / parts / accessories, including bearings, nuts & bolts, gland packings, vibration pads etc., of the STP & its allied equipment / installations, accessories etc., found defective / dysfunctional / worn out, during the inspection and those requiring periodical replacement(s), shall be supplied and replaced with the same make / type / model / brand of spares, as provided at the time of installation of the original

equipment / installation / accessory or approved, compatible equivalent. In case of spares / parts, which require frequent replacement a minimum buffer stock of such items shall be kept near the plant in the custody of the contractor.

- d) Supplying & using all required consumable chemicals / materials for disinfection (Sodium Hypochlorite, bleach etc.), dosing (atiscalants, Poly Electrolyte etc.), bio-culture, cleaning etc. and periodical replacement of filter media.
- e) The rate quoted for the 'Comprehensive Annual Maintenance & Service' under this item should include for repair / replacement of any equipment / installation of the system, in case they develop any defects beyond the scope of repairs to bring them back to their effective / efficient operational / serviceable conditions. In case of any defects, the same shall be repaired / rectified within specified period, including replacement of defective / damaged / dysfunctional parts / spares / components / accessories etc, in whole or part whatsoever they may be, without additional cost of the Bank. During such period(s) of repairs or replacement, the Contractor shall provide similar standby equipment / accessory on a temporary basis for keeping the system functional.
- f) Routine performance checks & maintenance shall be carried out during the period of the 'Comprehensive Annual Maintenance & Service', in accordance with Bank's requirements and as instructed by the Bank's Engineer. All performance checks undertaken should be recorded in the 'logbook' to be maintained by the contractor in the plant.
- g) Raw and treated sewage (both liquid portion and de-watered / dried sludge) shall be periodically (once in a month or as and when required by the Bank's Engineer) tested from a laboratory accredited by NABL and approved by the Bank's Engineer, at the cost of the contractor. The reports of such tests shall be submitted to the Estate Department of the Bank along with the contractor's bills for 'Annual Service Contract' and copies of the same shall be preserved in the plant.
- h) All mechanical parts of the plant shall be suitably greased / oiled to ensure friction free movements. The gland packings of the pumps shall be replaced as and when found necessary.
- i) The finishes such as painting, powder coating, FRP coating on the surfaces of the components of the STP & its allied equipment / installations, accessories etc., found eroded / corroded / tarnished at the time of inspection shall be suitably prepared by removing the rust scales, delaminated finishes and repainted / re-coated with the same finish as of the original ones, after suitably preparing such surfaces as per the instructions of the Bank's Engineer.
- j) The STP & its allied equipment / installations, accessories etc., shall be maintained as per the guidelines of the Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time.
- k) The quality of the treated sewage (both treated water and dewatered / dried sludge output) shall be maintained as per the stipulations of the Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time. Any charges / penalties levied by such statutory bodies, because of non-compliance of such stipulations / requirements shall be paid by the contractor on behalf of the Bank, failing which the Bank shall pay the same and debit the same along with additional penalties as it may deem fit.
- l) The bidders shall offer their all-inclusive rates per month, which shall be applicable for an initial period of 10 months from June 01, 2025.
- m) Payment towards the 'Comprehensive Annual Maintenance & Service Contract' (CAMSC) shall be made monthly, after satisfactorily providing the service for the

previous month, on submission of the bill, along with required documents, service reports, water testing reports, attendance sheet of the technician etc, as specified herein.

- n) Penalty for delay in rectification of defects / faults during the 'Comprehensive Annual Maintenance & Service' period: Penalty of ₹ 500/- per day per incidence, with a ceiling of 50% of the amount quoted by the contractor for this item, shall be levied by the Bank, if the contractor fails to rectify / repair / reinstate the defect(s) in the system, within the period of 5 days of noticing / reporting the same in writing / over phone by the Bank's Engineer. The penalties shall be recovered from any dues payable to the contractor or by invoking the Performance Bank Guarantee.
- o) The successful bidder shall enter into a 'Comprehensive Annual Maintenance Service' of the system with the Bank, as per the terms & conditions provided herein.
- p) The contractor shall be liable to ensure payment of Minimum Wages to the workmen deployed under the scope of this 'Comprehensive Annual Maintenance & Service', as per the 'Minimum Wages' as per the latest notification of the Central Labour Commissioner (CLC) at any point of time.
- q) The rates for the 'Comprehensive Annual Maintenance & Service' shall be deemed to include the charges for the obtaining and submitting Workmen Compensation Policy from an approved insurance agency for the workmen to be deployed for carrying out the 'Comprehensive Annual Maintenance & Service'.
- r) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal protective equipment's (PPEs), personal hygiene materials etc., and suitable uniform with the name of the contractor inscribed on it at her / his / their cost.
- s) The contractor shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of routine / break-down services done, remedial measures taken etc, during their visits to the plant and submit the same to the Estate Department of the Bank on a weekly basis and during inspections of the Bank's officials, for verification. The contractor shall also be liable for preparing and submitting detailed reports of routine / break-down services done, remedial measures taken etc, during their visits to the plant.
- t) **Renewal:** The 'Annual Maintenance & Service Contract, shall be awarded for an initial period of 10 months from June 01, 2025 and may be annually renewed (from April 01 to March 31) for a further period of 2 years or more, thereafter the initial period, at the discretion of the Bank. While renewing the 'Annual Maintenance & Service Contract, the new rate for this item will be arrived at based on the formula provided in Part I of the Tender.

Brief scope of the activities covered under the scope of items in the Schedule of Services of the Contrcat:

1. The service under item No. 1 in the Schedule of Services of this 'Annual Service Contrcat' (ASC) is for deploying Skliied Technician(s) for day-to-day Operations and Maintenance of the Sewage Treatment Plant (STP) plant, its allied equipment and accessories etc. The activities of the Skilled Technician so deployed include:
 - i) Day-to-day operations and maintenance of the Sewage Treatment Plant (STP), its allied equipment and accessories including back-washing, cleaning and rinsing of all screens / filters (Bar Screens, Pressure Sand Filter / Multi-media Filter, Activated Carbon Filter, re-filling of the dosing / antiscalent / cleaning chemicals as and when required, day-to-day cleaning / house keeping of the entire Sewage Treatment Plant (STP), its allied equipment & accessories and the shed housing them, to ensure

efficient, trouble-free and smooth functioning of the Sewage Treatment Plant (STP), its allied equipment and accessories.

- ii) Replacement of 'O' rings, pipes, fittings, gaskets, gland packings and other spares, required to ensure leak-free joints & connections of the Sewage Treatment Plant (STP), its allied equipment and accessories as and when required.
- iii) Maintaining and updating the registers and log books, as stipulated herein on a day-to-day basis and submitting the same for verification of the Bank's Engineer as and when called for by her / him.
- iv) Rectifying / repairing / making good minor repairs / breakdown, if any including the essential spare parts to be kept in store by the Contractor, to make the Sewage Treatment Plant Serviceable and reporting about their breakdown / defects / malfunctioning, requirement of spareparts / materials etc, if any required on a real time basis to the Contractor and Bank's Engineer for remedial measures back in to functional conditions.
- v) Keeping the Sewage Treatment Plant (STP), its allied equipment & accessories and surroundings in a neat and tidy conditions, including sweeping, moping, dusting, washing etc., on a day-to-day basis.
- vi) Testing of the quality parameters of the raw sewage (input), treated water (output) and de-watered / dried sludge, using the instruments / apparatus to be supplied and maintained at the responsibility and cost of the Contractor and reporting the same to the Bank's Engineer on a daily basis.

2. Annual comprehensive service under item No. 2 in the Schedule of Services of this 'Annual Service Contract' (ASC) is for periodic preventive as well as break-down maintenance & servicing, including supply and replacement / use of required spare parts, chemicals and materials required for day-to-day operations and preventive as well as break-down maintenance & servicing of the Sewage Treatment Plant (STP) plant, its allied equipment and accessories, free of cost to the Bank, during currency of the Contract, which broadly include:

- i) Supply and use of chemicals / materials, including dosing chemicals, such as Sodium Hypo Chlorite, anti-scalants, cleaning chemicals (organic & in-organic) etc., required for day-to-day Operations & Maintenance and cleaning to ensure efficient, trouble-free and smooth functioning of the Sewage Treatment Plant (STP), its allied equipment and accessories.
- ii) Periodic overhauling, servicing and deep cleaning of the entire Sewage Treatment Plant (STP), its allied equipment & accessories and the shed housing them, at an interval not exceeding 3 months, to ensure efficient, trouble free and smooth functioning of the Sewage Treatment Plant (STP), its allied equipment and accessories.
- iii) Replacement of Filter Media of the Pressure Sand Filter / Multi-media Filter, Activated Carbon Filter at least once in a year and as and when found necessary, to ensure maximum efficiency of the Sewage Treatment Plant (STP).
- iv) Replacement of spares and accessories of the online and off-line instruments required for measurements of pH, TSS / TDS / conductivity etc., of the raw sewage (input), treated water (output) and de-watered / dried sludge.
- v) Any other spare parts and consumables required to ensure efficient, trouble free and smooth functioning of the Sewage Treatment Plant (STP), its allied equipment and accessories.
- vi) The frequency of servicing / repairs is indicated herein above are maximum. However, to ensure consistent and efficient functioning of the Sewage Treatment Plant (STP), its allied equipment and accessories, minimum required recovery time in case of break-downs and specified / intended quality parameters of the treated water (output) and de-watered / dried sludge, required spares, consumables and materials may be supplied replaced as and when required and no separate charges will be paid By the Bank for the same.

vii) Details of periodic visits / tests to be performed:

Sl. No.	Description.	Frequency.
1.	Service Engineer's / Technicians visit for servicing of the Sewage Treatment Plant (STP) and its allied equipment & accessories and submission of inspection / service report.	Monthly.
2.	Testing of sewage - Raw sewage (input), treated water (output) and dewatered sludge (ouput).	Monthly.
3.	Overhauling and servicing of the entire Sewage Treatment Plant (STP) and its allied equipment & accessories.	Quarterly.

3. However, replacement of the equipment / componenets / accessories, pertaining to the Sewage Treatment (STP) and listed below, which are found to be outlived their service life / damaged beyond the scope of repairs / servicing by normal wear & tear in such a manner that, it is not economically viable, to to bring them back to normal serviceable / working conditions, for reasons beyond the control of the Contractor are excluded from the scope of the Annual Service Contract:
- Multiport / butterfly / other types of valves.
 - Pumps, motors & blowers.
 - Electrical, panels & wiring.
 - Electrical cables, UV lamps and housings for the same.
 - Piping works.
4. The following parameters of raw water and treated water tested on a monthly basis through a laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) of India, on a monthly basis and the reports of the same shall be to be submitted submitted along with monthly bills of the Contractor:

Sl. No.	Parameters of the treated water (output) to be tested.
1	Colour.
2	Odour.
3	Conductivity.
4	Turbidity.
5	pH value.
6	Total suspended Solids (TSS).
7	Total Dissolved Solids (TDS).
8	Carbonate Hardness.
9	Non-Carbonate Hardness.
10	Total Hardness (as Caco3).
11	Phenophtenlein Alkalinity (as Caco3).
12	Total Alkalinity (as Caco3).
13	Calcium (as Ca).
14	Magnesium (as Mg).
15	Chloride (as Cl).
16	Sulphate (as So4).
17	Iron (as Fe).
18	Silica (as Sio2).
19	Nitrate (No3).
20	Biological Oxigen Demand (BOD).
21	Chemical Oxygen Demand (COD).
22	Coliform Bacteria.

I / We hereby agree to abide and fulfil the above terms & conditions / instructions.

Safety Code

1. First aid appliances, including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to the nearest public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
6. Workmen deployed under the scope of the Contrcat shall be provided with Personal Protective Equipment (PPE).
7. Workmen employed in mixing materials such as detergents / chemicals etc., shall be provided with protective footwear and rubber hand gloves.
 - (i) No acid or other products which can damage STP Plant items shall be used for cleaning the STP plant fitting and fixture.
 - (ii) Suitable facemasks should be supplied while using such chemicals
8. Fire safety measures shall be adhered to as per local bye laws.
9. Whenever electric power is used for attending works, prior permission must be taken from Bank's Electrical Engineer.
10. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Checklist of documents to be uploaded along with Part I (Techno-commercial bid) of the tender.

Signed / certified copies of the following documents (with appropriate stamp of the bidders) as given below **along with this checklist form** needs to be scanned and uploaded on MSTC website.

Sl. No.	Documents to be uploaded.	Uploaded (Yes / No)
1	Annexure A - Basic Information about the bidders.	
2	PAN Card.	
3	Documents showing GST registration number.	
4	Address proof of registered local office.	
5	Annexure B - Details of the work(s) executed during the last five years (before April 30, 2020), in support of the eligibility criteria of 'Similar works executed'.	
6	Copies of 'Work Order(s)' and 'Completion Certificates', for works executed during the last five years (before April 30, 2025) in support of the eligibility criteria of 'Similar works executed'.	
7	Annexure C - Client's Certificate(s) for the work(s) executed during the last five years (before April 30, 2025), in support of the eligibility criteria of 'Similar works executed'.	
8	Audited Annual Financial Turn Over (gross) statements for the last 3 (three) financial years ending March 31, 2024, i.e. for Financial Years 2021-2022, 2022-2023 and 2023-2024, showing minimum turnover of ₹ 5.05 lakh along with a certificate issued by a duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), indicating the financial turnover for these financial years.	
9	Proof of remittance of Earnest Money Deposit (EMD).	
10	'Solvency Certificate' / Banker's certificate issued by scheduled commercial bank, specifically for the purpose of this tender for an amount of ₹ 5.05 lakh .	

NOTE: Formats of [Annexures A](#), [B](#) and [C](#) mentioned above have been attached herein below. Bidders are advised to submit the Annexures in the format as provided herein below. The Bank shall have the right to independently verify the above specified documents.

After opening of Part I (Techno-commercial bid) of the tender on the due date and time, the documents / reports submitted along with it shall be verified / scrutinised by the Bank, to see whether the bidders fulfil various eligibility criteria stipulated herein, before opening of Part II (Price bid) of the tenders. If any of the bidders is not found to be not fulfilling the stipulated eligibility criteria specified herein for participating in the tendering process at any point of time and / or his performance reports received from their clients and / or their bankers are found to be unsatisfactory, the Bank reserves the right to reject their tenders, even after opening of Part-I (Techno-commercial bid) of their tenders. The Bank is not bound to assign any reason for doing so.

Commercial Terms & Conditions:

Sl. No.	Description.	Bank's Terms	Acceptance of Term / condition (YES/NO)
1	Period of the 'Annual Service Contrcat' (ASC).	The 'Annual Service Contract' (ASC) shall be initially awarded for a period of 10 months, from June 01, 2025 and may be renewed further for 2 (two) more subsequent years, i.e from April 01 to March 31 of Financial Years 2026-2027 and 2027-2028, at the sole discretion of the bank, if the performace of the Contrcator is found satisfactory by the Bank.	
2	Terms of payment.	Payment towards the 'Annual Service contractor shall be made on a monthly basis, subject to deductions as per statues and terms & conditions stipulated herein, on oreceipt of proper bill from the Contrcator, along with the documents prescribed herein, after satisfactorily providing the services for the previous month.	
3	Technical / commercial specifications.	As per specifications provided here in Part I (Techno-commercial bid) of the tender.	
4	Penalties.	As specified here in Part I (Techno-commercial bid) of the tender.	
5	Number of workmen to be deployed under the scope of the 'Annual	As specified here in Part I (Techno-commercial bid) of the tender.	

Part II (Price bid) of the tender should not contain any terms and conditions, but only priced 'Schedule of Services'. Terms and conditions, if any, incorporated in Part II (Price-bid), will not be valid or considered by the Bank.

Schedule of Services:

Item No.	Description of item.	Quantity.	Unit.
1.	<p><u>Day-to-day operations, maintenance, and upkeep of the 15 KLD capacity Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc., and immediate surroundings:</u></p> <p>The scope of service under this item is for the day-to-day operations, maintenance, and upkeep of the 15 KLD capacity STP & its allied equipment / installations available at the Bank's Main Office Premises, Arera Hills, Bhopal, Madhya Pradesh - 462011 and their immediate surroundings, comprising the following, for a period of 2 years and 10 months, commencing from June 01, 2025, comprising the following:</p> <p>a) The contractor shall be liable for entering in to and Annual Service Contract (ASC), for deploying a skilled Technician(s) having a minimum working experience of 2 years in the relevant field and well-versed & capable to do the operations and maintenance of the MBBR type STP & its allied equipment / installations, on a daily basis between 9.30 Hrs to 17.30 Hrs (including deploying a substitute on the weekly-off days and in the absence of the regular Technician) throughout the year, for a period of 2 years and 10 months, commencing from June 01, 2025. The Technician so deployed should be liable for the day-to-day operations, maintenance, upkeep and cleanliness of the MBBR type STP & its allied equipment / installations, plant area and its surroundings and real-time reporting of any breakdown / malfunctioning of the STP or & its allied equipment / installations to the authorized officials of the Bank and the contractor, for remedial measures / repairs / servicing. The Technician shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of day-to-day operations / maintenance, break-down if any, remedial measures taken etc., daily and submit the same to the Estate Department, Bhopal on a weekly basis and during inspections of the Bank's officials, for verification. Shifting the dried sludge, generated from the STP and stacking the same at designated location(s) within the office premises, for its use as manure shall also be the liability of the Technician. The Technician shall also be liable for maintaining the STP & its allied equipment / installations, accessories etc.,</p>		

	<p>as per the guidelines of the Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time. She / he shall, check / test the quality of the treated sewage (both treated water and dewatered sludge output) to ensure that all the parameters of the treated sewage (both treated water and dewatered sludge output), shall be within the permissible limits as per the stipulations Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time.</p> <p>b) The scope of work under the item shall also include disposing and carting away the surplus de-watered sludge generated from the plant, after keeping quantity required by the Bank to be used as manure within the office premises, from the office premises to an authorized dumping yard, as directed by the Bank's Engineer. Any charges / penalties levied by such statutory bodies, because of non-compliance of such stipulations / requirements shall be paid by the contractor on behalf of the Bank, failing which the Bank shall pay the same and debit the same along with additional penalties as it may deem fit.</p> <p>c) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal hygiene materials, personal protective equipment's (PPEs) / accessories etc., and suitable uniform with the name of the contractor inscribed on it at her / his / their cost, for the Technician to be deployed for day-to-day operations and maintenance.</p> <p>d) The bidders shall offer their all-inclusive rates per month, which shall be applicable for an initial period of 10 months from June 01, 2025.</p> <p>e) Payment towards the 'Annual Service' under the scope of this item shall be made by the Bank to the contractor on a monthly basis, after satisfactorily providing the service for the previous month, on submission of the bill, along with required documents, service reports, water testing reports etc., as specified herein.</p> <p>f) Deduction for any absence of the Technician(s) during 'Annual Service Contract' (ASC) period: Minimum Wages of the Technician(s) as per the latest notification of Central Labour Commission</p>		
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	<p>(CLC) prevailing on that day(s) + Penalty of ₹ 1,000/- per day per person absent, with a ceiling of 50 % of the amount quoted by the contractor for this item, shall be levied by the Bank, if the contractor fails to deploy the Technician(s) on any day, as indicated above. The penalties shall be recovered from any dues payable to the contractor or by invoking the Performance Bank Guarantee to be submitted by the contractor on award of the Annual Service Contract by the Bank.</p> <p>g) The successful bidder shall enter into an agreement with the Bank for the 'Annual Service of the STP, as per the terms & conditions provided herein.</p> <p>h) The contractor shall be liable to ensure payment of Minimum Wages to the Technician(s) deployed under the scope of this this item, as per the 'Minimum Wages' stipulated in the latest notification of the Central Labour Commissioner (CLC) at any point of time.</p> <p>i) The rate for the 'Annual Service' under this item shall be deemed to include the charges for the obtaining, submitting and maintaining a Workmen Compensation Policy (WCP), valid for the contract period, from an approved insurance agency, for the workmen [Technician(s)] to be deployed for under the scope of this item.</p> <p>j) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal protective equipment's (PPEs), personal hygiene materials etc., and suitable uniform with the name of the contractor inscribed on it at her / his / their cost.</p> <p>k) The contractor shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of the day-to-day operations & maintenance activities, routine / break-down services done, remedial measures taken etc., during the visits of the Engineer / Technician, covered under the scope of the 'Comprehensive Annual Maintenance & Service' under item No. 2 below. The same shall be updated daily submitted to the Estate Department of the Bank on a weekly basis and during inspections of the Bank's officials, for verification.</p> <p>l) The Technician deployed by the contractor shall pay the wages / salary to the Technician to be deployed for day-to-day operations and maintenance monthly.</p> <p>m) Renewal: The 'Annual Service Contract' (ASC) may be awarded for an initial period of 10 months from June 01, 2025 and may be annually renewed (from April 01 to March 31)</p>		
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	<p>for a total further period of 2 years or more at the discretion of the Bank. While renewing 'Annual Service Contract' (ASC), the new rate for this item will be arrived at based on the method / formula provided in Part I of the Tender.</p> <p>Notes: While quoting the rate for this item, the bidders shall arrive at the rate as per the method given below:</p> <p>Rate = [(A) + (B) + (C) + (D)]/12, where:</p> <p>(A)- the component fixed by the Bank as ₹ 3,68,318/-, arrived at using the existing minimum wage of Skilled Technician for 365 days, @ ₹ 893/- per day, as per the latest notification of the Central Labour Commission, which shall be the minimum wage to be paid by the contractor to the skilled Technician to be deployed for day to-day operations & maintenance + Provident Fund @ 13 % of the Minimum Wages.</p> <p>(B)- variable component 1: additional wages, if any the contractor intends to pay to the Highly Skilled Technician to be deployed for day to-day operations & maintenance over and above the Minimum Wages, statutory subscriptions / payments towards, ESI, bonus etc. as applicable, providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal hygiene materials, personal protective equipment's (PPEs) / accessories etc., obtaining and submitting Workmen Compensation Policy, overhead charges to ensure monthly payment of wages / salary for the Technician to be deployed or any other overheads / incidental charges etc., per annum the bidder intends to add.</p> <p>(C)- variable component 2: Overhead Charges on (A) + (B).</p> <p>(D)- variable component 3: GST @ 18% on (A) + (B) + C).</p> <p>Important Note: Tender(s) of those bidders, who quote rate of less than ₹ 36,218/- [(₹ 3,68,318/- + GST @ 18%)/12, for this item will not be considered for further processing by the Bank, after opening 'price bids' of the Tenders.</p>		
2.	<p><u>'Comprehensive Annual Maintenance & Service' of the 15 KLD capacity Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc.:</u></p> <p>The scope of service under this item is for the</p>	12.00	Each month.

	<p>‘Comprehensive Annual Maintenance & Service’ of the 15 KLD capacity Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc. and their immediate surroundings, comprising the following, for a period of 2 years and 10 months from June 01, 2025, to ensure its operational / serviceable / trouble-free / efficient conditions, comprising the following:</p> <p>a) Inspection of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc., once in every month and as and when found necessary by the Bank (whenever any defects / malfunction / deficiency of the system is noticed / reported), for diagnosing the defects / faults & rectifying the same. During the inspections each part / component of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc, shall be thoroughly verified for any defects / malfunctions / erosion / wear & tear etc.</p> <p>b) Repairing / servicing, supplying spares / parts / accessories required for replacement of defective / faulty / dysfunctional ones, to bring the system to its original operational / serviceable / efficient condition and to ensure for smooth, trouble-free and efficient operations, functioning and serviceability of the STP & its allied equipment / installations, accessories etc., during the ‘Comprehensive Annual Maintenance & Service’ period under the scope of this item. In this regard the contractor shall maintain required quantity of spares / parts / accessories for regular use and immediate replacement(s) of defective / damaged / dysfunctional ones, during day-to-day operations & regular / breakdown maintenance. Cost of these spares / parts / consumables, which may be required daily and during the regular / break-down maintenance is deemed to be included in the rates quoted by the contractor.</p> <p>c) Any spares / parts / accessories, including bearings, nuts & bolts, gland packings, vibration pads etc., of the STP & its allied equipment / installations, accessories etc., found defective / dysfunctional / worn out, during the inspection and those requiring periodical replacement(s), shall be supplied and replaced with the same make / type / model / brand of spares, as provided at the time of installation of the original equipment / installation / accessory or approved, compatible equivalent. In case of spares / parts, which require frequent replacement a minimum buffer stock of such items shall be kept near the plant in the custody</p>		
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	<p>of the contractor.</p> <p>d) Supplying & using all required consumable chemicals / materials for disinfection (Sodium Hypochlorite, bleach etc.), dosing (atiscalants, Poly Electrolyte etc.), bio-culture, cleaning etc. and periodical replacement of filter media.</p> <p>e) The rate quoted for the 'Comprehensive Annual Maintenance & Service' under this item should include for repair / replacement of any equipment / installation of the system, in case they develop any defects beyond the scope of repairs to bring them back to their effective / efficient operational / serviceable conditions. In case of any defects, the same shall be repaired / rectified within specified period, including replacement of defective / damaged / dysfunctional parts / spares / components / accessories etc, in whole or part whatsoever they may be, without additional cost of the Bank. During such period(s) of repairs or replacement, the Contractor shall provide similar standby equipment / accessory on a temporary basis for keeping the system functional.</p> <p>f) Routine performance checks & maintenance shall be carried out during the period of the 'Comprehensive Annual Maintenance & Service', in accordance with Bank's requirements and as instructed by the Bank's Engineer. All performance checks undertaken should be recorded in the 'logbook' to be maintained by the contractor in the plant.</p> <p>g) Raw and treated sewage (both liquid portion and de-watered / dried sludge) shall be periodically (once in a month or as and when required by the Bank's Engineer) tested from a laboratory accredited by NABL and approved by the Bank's Engineer, at the cost of the contractor. The reports of such tests shall be submitted to the Estate Department of the Bank along with the contractor's bills for 'Annual Service Contract' and copies of the same shall be preserved in the plant.</p> <p>h) All mechanical parts of the plant shall be suitably greased / oiled to ensure friction free movements. The gland packings of the pumps shall be replaced as and when found necessary.</p> <p>i) The finishes such as painting, powder coating, FRP coating on the surfaces of the components of the STP & its allied equipment / installations, accessories etc., found eroded / corroded / tarnished at the time of inspection shall be suitably prepared by removing the rust scales, delaminated finishes and repainted / re-coated with the same finish as of the original ones,</p>		
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	<p>after suitably preparing such surfaces as per the instructions of the Bank's Engineer.</p> <p>j) The STP & its allied equipment / installations, accessories etc., shall be maintained as per the guidelines of the Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time.</p> <p>k) The quality of the treated sewage (both treated water and dewatered / dried sludge output) shall be maintained as per the stipulations of the Madhya Pradesh Pollution Control Board (MPPCB) / Bhopal Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time. Any charges / penalties levied by such statutory bodies, because of non-compliance of such stipulations / requirements shall be paid by the contractor on behalf of the Bank, failing which the Bank shall pay the same and debit the same along with additional penalties as it may deem fit.</p> <p>l) The bidders shall offer their all-inclusive rates per month, which shall be applicable for an initial period of 10 months from June 01, 2025.</p> <p>m) Payment towards the 'Comprehensive Annual Maintenance & Service Contract' (CAMSC) shall be made monthly, after satisfactorily providing the service for the previous month, on submission of the bill, along with required documents, service reports, water testing reports etc, as specified herein.</p> <p>n) Penalty for delay in rectification of defects / faults during the 'Comprehensive Annual Maintenance & Service' period: Penalty of ₹ 500/- per day per incidence, with a ceiling of 50% of of the amount quoted by the contractor for this item, shall be levied by the Bank, if the contractor fails to rectify / repair / reinstate the defect(s) in the system, within the period of 5 days of noticing / reporting the same in writing / over phone by the Bank's Engineer. The penalties shall be recovered from any dues payable to the contractor or by invoking the Performance Bank Guarantee.</p> <p>o) The successful bidder shall enter into a 'Comprehensive Annual Maintenance Service' of the system with the Bank, as per the terms & conditions provided herein.</p> <p>p) The contractor shall be liable to ensure payment</p>		
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	<p>of Minimum Wages to the workmen deployed under the scope of this 'Comprehensive Annual Maintenance & Service', as per the 'Minimum Wages' as per the latest notification of the Central Labour Commissioner (CLC) at any point of time.</p> <p>q) The rates for the 'Comprehensive Annual Maintenance & Service' shall be deemed to include the charges for the obtaining and submitting Workmen Compensation Policy from an approved insurance agency for the workmen to be deployed for carrying out the 'Comprehensive Annual Maintenance & Service'.</p> <p>r) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal protective equipment's (PPEs), personal hygiene materials etc., and suitable uniform with the name of the contractor inscribed on it at her / his / their cost.</p> <p>s) The contractor shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of routine / break-down services done, remedial measures taken etc, during their visits to the plant and submit the same to the Estate Department of the Bank on a weekly basis and during inspections of the Bank's officials, for verification. The contractor shall also be liable for preparing and submitting detailed reports of routine / break-down services done, remedial measures taken etc, during their visits to the plant.</p> <p>t) Renewal: The 'Annual Maintenance & Service Contract, shall be awarded for an initial period of 10 months from June 01, 2025 and may be annually renewed (from April 01 to March 31) for a further period of 2 years or more, thereafter the initial period, at the discretion of the Bank. While renewing the 'Annual Maintenance & Service Contract, the new rate for this item will be arrived at based on the formula provided in Part I of the Tender.</p>	12.00	Each month.
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Annexure - A

Basic Information.

Sl. No	Description	
1.	Name & address of the bidder.	
2.	Type of the organisation (Whether Proprietorship, Partnership Firm / Company / Corporation or MSME registered firm etc.) Please enclose relevant documents.	
3.	Name of the Proprietor / Partners / Directors of the bidder.	
4.	Registration (Firm, company etc.) / Registration authority, date, number etc.	
5.	Experience in the respective field of work, as on April 30, 2020 . Please, enclose documents in support thereof.	----- Years.
6.	Whether financially sound to undertake works costing up to ₹ 5.05 lakh . If so, Audited Annual Financial Turn Over (gross) statements for the last 3 (three) financial years ending March 31, 2024, i.e. for Financial Years 2021-2022, 2022-2023 and 2023-2024, showing minimum turnover of Rs. 5.05 lakh along with a certificate issued by a duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered	

	Accountants of India (ICAI), with Unique Document Identification Number (UDIN), indicating the financial turnover for these financial years, to be uploaded.	
7.	<p>Yearly Financial Turnover of the bidder for the last three Financial Year ending March 31, 2024.</p> <p>2021-2022 -</p> <p>2022-2023 -</p> <p>2023-2024 -</p> <p>(Copies of audited final accounts, duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), indicating the financial turnover for these financial years to be uploaded in support thereof).</p>	
8.	PAN number (copy of PAN card should be uploaded).	
9.	GST registration number (Copy should be uploaded).	
10.	Registered office address, telephone / Mobile number and e-mail ID.	
10. (a).	<p>Whether having registered local office in Bhopal? If yes, mention the address of the local office.</p> <p>(Copy of address proof for registered local office to be uploaded).</p>	
10. (b).	Whether working with any of the Government / Semi-Government Undertaking(s), as approved Contractors and if so, furnish details.	

11.	Qualification & experience of the technical persons employed by the bidder.	
12.	Indicate if involved in any litigation.	
13.	Any civil suits pending in any of the works executed by the bidder give details.	

Date:

Signature of the bidder:

Place:

Seal of the bidder:

Scanned copy (in pdf format) of this Annexure duly filled, to be uploaded with Part I (Techno-commercial bidder) of the tender.

Annexure - B.

Details of the work(s) executed during the last 5 years, before April 31, 2025, in support of the eligibility criteria for ‘Similar Works Executed.’

Sl. No.	Name of the work & location.	Nature & description of work.	Name & address of the client, for whom the work was executed (Details of contact person with phone number shall be furnished).	The name and full address of the officer, under whom the work was executed.	Value of the work executed in ₹.	Whether the work was completed in time. If not reason for the delay.	Date of commencement and completion - Proof for satisfactory completion of the work, signed by the competent authority should be attached.
1	2	3	4	5	6	7	8

Date:

Signature of the bidder:

Place:

Seal of the bidder:

Scanned copy (in pdf format) of this Annexure duly filled, to be uploaded with Part I (Techno-commercial bidder) of the tender.

Annexure - C

CLIENT's CERTIFICATE with respect to the performance of Contractor

To
Ms. Rekha Chandanaveli
Regional Director
Reserve Bank of India
Estate Department
Hoshangabad Road
Arera Hills
Bhopal
Madhya Pradesh - 462011.

Name & address of the Client:

Details of works executed by Smt. / Shr. /M/s.

1	Name of work with brief particulars.	
2	Agreement No. and date.	
3	Agreement amount.	
4	Date of commencement of work.	
5	Stipulated date of completion.	
6	Actual date of completion.	
7	Details of compensation levied for delay (indicate amount) if any.	
8	Gross amount of the work completed and paid.	
9	Name and address of the authority under whom works executed.	
10	Whether the Contractor employed qualified Engineer / Overseer during execution of work?	
11	i) Quality of work (indicate grading).	Outstanding / Very Good / Good / Satisfactory / Poor.
	ii) Amount of work paid on reduced rates, if any.	
12	i) Did the Contractor go for arbitration?	
	ii) If yes, total amount of claim.	
	iii) Total amount awarded.	
13	Comments on the capabilities of the	

	Contractor.	
	a) Technical proficiency.	Outstanding / Very Good / Good / Satisfactory / Poor.
	b) Financial soundness.	Outstanding / Very Good / Good / Satisfactory / Poor.
	c) Mobilization of adequate T&P..	Outstanding / Very Good / Good / Satisfactory / Poor.
	d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor.
	e) General behavior.	Outstanding / Very Good / Good / Satisfactory / Poor.

Note: All should be filled in properly and countersigned by the Reporting Officer* with Office seal.

*Officer of the rank of Executive Engineer /Superintending Engineer or equivalent.

Annexure – D.

बयाना राशि जमा / बोली की प्रतिभूति के लिए बैंक गारंटी का प्रोफार्मा / Proforma of Bank Guarantee in Lieu of Earnest Money Deposit / Bid Security

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

To

Ms. Rekha Chandanaveli

Regional Director

Reserve Bank of India

Estate Department

Hoshangabad Road

Arera Hills

Bhopal

Madhya Pradesh - 462011.

Madam,

Name of Work:

Ref: NIT / Advt. No.

Date:.....

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

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 ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the

due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that:

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

Yours faithfully,

For and on behalf of _____ the bank.

Authorised official (with seal)

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

Annexure - E
Proforma for Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank)

Place.....

Date.....

To
Ms. Rekha Chandanaveli
Regional Director
Reserve Bank of India
Estate Department
Hoshangabad Road
Arera Hills
Bhopal
Madhya Pradesh - 462011.

Madam,

Name of Work:

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Bhopal, Madhya Pradesh - 462011 (hereinafter called 'the RBI') has awarded the Contract for the captioned work (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 Reserve Bank of India, Bhopal a Performance Bank Guarantee for a total amount of ₹ _____ 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 Smt. / Shri. / M/s _____, the Contractor, do hereby undertake to pay to the Reserve Bank of India, an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of 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 ₹ _____ 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 ₹ _____

2. We also agree to undertake and confirm that the sum not exceeding ₹ _____ 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 hereby further agree that:

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees -----)

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

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

d) This guarantee shall remain in force up to Sixty (60) days beyond the Contract period, i.e., upto _____ for this Contract provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of (Name of the bank)

Signature and Seal of authorized bank official

Name:

Designation

Stamp / Seal of the bank:

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

Witness 1:

Name:

Signature

Address

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

Annexure – F

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (On bankers' Letter Head)

To,
Regional Director,
Reserve Bank of India,
Bhopal

This is to certify that to the best of our knowledge and information M/s. /Shri _____
_____ is a customer of our bank
having marginally noted address, are/is respectable and can be treated as good for
any engagement up to a limit of ₹5.05 Lacs. This certificate is issued without any
guarantee or responsibility on the bank or any of its officers.

For the bank with Name, Designation & Seal

Note:

- 1. Bankers' certificates should be on letter head of the bank.**
- 2. In case of partnership firm, certificate should include names of all partners as recorded with the bank**