



**भारतीय रिज़र्व बैंक
संपदा विभाग
बेंगलूरु**

निविदा आमंत्रित करने की सूचना

भारतीय रिज़र्व बैंक, बेंगलूरु ने बेंगलूरु में भारतीय रिज़र्व बैंक के मुख्य कार्यालय परिसर में बढईगीरी, बढईगीरी और संबंधित विविध कार्यों के लिए वार्षिक रखरखाव अनुबंधों के लिए पात्र सूचीबद्ध विक्रेताओं से एमएसटीसी वेबसाइट के माध्यम से ई-निविदा आमंत्रित की है। विस्तृत निविदा सूचना के साथ ई-निविदा एमएसटीसी की वेबसाइट <https://www.mstcecommerce.com/eproc> और आरबीआई की वेबसाइट पर <https://www.rbi.org.in> मेनू "निविदाओं" के तहत उपलब्ध है।

2. सभी सूचीबद्ध बोलीदाताओं को ई-टेंडरिंग प्रक्रिया में भाग लेने के लिए एमएसटीसी वेबसाइट के साथ खुद को पंजीकृत करना होगा।

3. कार्य की अनुमानित लागत **₹20,61,229/- (रुपये बीस लाख इकसठ हजार दो सौ उनतीस मात्र) है**, हालांकि वास्तविक राशि भिन्न हो सकती है।

4. ई-टेंडरिंग प्रक्रिया का कार्यक्रम इस प्रकार है:

अ.	ई-निविदा सं.	RBI/Bangalore Regional Office/Estate/57/25-26/ET/966
आ.	निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली के माध्यम से www.mstcecommerce.com/eproc)
इ.	वह तिथि जिससे पार्टियों को डाउनलोड करने के लिए निविदा दस्तावेज उपलब्ध है	09 फरवरी, 2026; दोपहर 12.00 बजे से
ई.	बोली की तारीख शुरू करें	09 फरवरी, 2026; दोपहर 12.00 बजे से
उ.	प्री-बिड मीटिंग	16 फरवरी, 2026; सुबह 11.00 बजे
ऊ.	निविदा जमा करने की अंतिम तिथि	23 फरवरी, 2026; सुबह 10.00 बजे तक
ऋ.	निविदा के भाग I (तकनीकी बोली) के खुलने की तिथि	23 फरवरी, 2026; सुबह 11:00 बजे

5. भाग-II अर्थात मूल्य बोली उसी दिन या बाद की तारीख में खोली जाएगी जैसा कि बैंक द्वारा सूचित किया गया है, केवल उन ठेकेदारों/बोलीदाताओं के संबंध में जो भाग-I में निर्धारित सभी मानदंडों को पूरा करते हैं। बैंक किसी भी या सभी ई-निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है, बिना कोई कारण बताए।

नोट: सभी निविदाकर्ता कृपया ध्यान दें कि ई-निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि भविष्य में जारी किया जाता है, तो केवल आरबीआई और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

महाप्रबंधक प्रभारी अधिकारी
भारतीय रिज़र्व बैंक
बेंगलूरु



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BENGALURU**

**Tender for Annual Maintenance Contracts for Carpentry, Joinery and Related
Miscellaneous Works at Reserve Bank of India Main Office Premises in Bengaluru**

Name of Tenderer: _____

Address: _____

	Activity	Date
1	Date of availability of Tender in RBI Website and MSTC Portal	February 09, 2026;12:00 PM onwards
2	Due date for submission of Tender	February 23, 2026 till 10:00 AM
3	Date of opening of Tender	February 23, 2026 at 11:00 AM
4	Venue	Reserve Bank of India Estate Department, Nrupathunga Road Bengaluru

:

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Annual Maintenance Contracts for Carpentry, Joinery and Related Miscellaneous Works at RBI Main Office Premises

1. Online Tenders by **E-Tendering** process are invited for above work at RBI Main Office Premises The work is estimated to cost **Rs.20,61,229/-** per year for AMC (Inclusive of GST).
 2. All the Pre-Qualification papers shall be uploaded on MSTC site. Same will be downloaded after bid opening date for examination by the Bank.
 3. Online tenders will be allowed to view /download to all firms from <https://www.mstcecommerce.com/eprocn>.
 4. In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse to participate in tendering process
- (a) Tender forms can be downloaded for viewing from the website <http://www.mstcecommerce.com/eprocn> w.e.f. **February 09, 2026;12:00 PM** onwards
- (b) Tenderers shall submit all the information and the documents as mentioned above. After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.
- (c) Tender will be opened on-line on **February 23, 2026 at 11:00 AM** in the presence of the authorized representative of the tenderers who choose to be present.
- (d) The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Place:

Date:

Signature of the Contractor with seal

SCHEDULE OF TENDER (SOT)

Regional Director, Reserve Bank of India, Bengaluru invites e-Tender through MSTC for **Annual Maintenance Contracts for Carpentry, Joinery and Related Miscellaneous Works at RBI Main Office Premises**. The e- Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprocn> and the website of the RBI at <https://www.rbi.org.in> under the menu “Tenders”.

2. All empaneled bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.

3. The work is estimated to cost **Rs.20,61,229/-** per year (Inclusive of GST). The schedule for the e-Tendering process is as under:

A.	E-Tender No.	RBI/Bangalore Regional Office/Estate /57/25-26/ET/966
B.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)
C.	Date of NIT available to parties to download	February 09, 2026;12:00 PM onwards
D.	Earnest Money Deposit	Nil
E.	Start Bid Date	February 09, 2026;12:00 PM onwards
F.	Date of Pre-Bid Meeting	February 16, 2026, at 11.00 AM
G.	Last Date for submission of the tender	February 23, 2026 till 10:00 AM
H.	Date of opening of tender	February 23, 2026 at 11:00 AM

4. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

Note: All the tenderers may please note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India
Bengaluru

IMPORTANT INSTRUCTIONS FOR E – TENDER

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

Process of e-Tender:

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

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/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 person (RBI):

1. Mohanapriya S (Manager, Estate Department) 080-22180291
2. Shri Karan (Manager, Estate Department) 080-22180262

Contact person (MSTC Ltd):

1. Shri. J. Damodaran, Branch Manager:
080-22287356 / 9841002253 (jdamodaran@mstcindia.co.in)
2. Raveendranath, 76764 56095
3. Arnab Sarkar 9986036012

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

MSTC central helpdesk no: 033-23400020/23400021/23400022

Email: helpdesk@mstcindia.co.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 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 Bid) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

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

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

Vendors are requested to quote rates without GST on 'Works Contract' and the same may be explicitly

indicated in the column/ row specifically meant for that. No Change in quoted rates will be accepted.

Important Note

In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each item given in the schedule of quantities and other specifications/terms and conditions given in this tender document. For execution and rate purpose, the details given in schedule of quantities in this tender document will be implemented.

Form of Tender

Place:

Date:

Regional Director,
Reserve Bank of India,
Estate Department,
Nrupathunga Road,
Bengaluru-500004.

Dear Sir,

Having examined the specifications and **Schedule of Quantities** relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached **Schedule of Quantities** and in accordance in all respects with the specification and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

A.	Description of work	Annual Maintenance Contracts for Carpentry, Joinery and Related Miscellaneous Works at RBI Main Office Premises in Bengaluru
B.	Estimated cost	₹ 20,61,229/-
C.	Earnest Money Deposit	Nil
D.	Percentage, if any, to be deducted from bill (Retention money)	5%
E.	Contract Period	One Year (The contractor should quote the rates for one year in order to bring the AMC in line with banks financial year, the work order will be issued to successful bidder up to March 2027, and later based on the satisfactory performance of the contract, the contract will be renewed for maximum of two years)

2. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. Our Bankers

are: (i)

(ii)

The names of partners of our firm are: (i)

(ii)

Name of the partner of the firm authorized to sign

Or

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

Yours faithfully, SIGNATURE OF TENDERER

(Signatures and addresses of

witnesses) (1)

(2)

General Instructions to Contractors

Introduction

1. The e-tenders are invited from the Bank's empaneled vendors through e-tendering on MSTC portal for **"Annual Maintenance Contracts for Carpentry, Joinery and Related Miscellaneous Works at RBI Main Office Premises in Bengaluru."**. The scanned and signed tender is to be uploaded online on MSTC portal along with the price bid.
2. No tenderer will be able to bid for the tender after **10 AM, February 23, 2026**, under any circumstances whatsoever.
3. The tender will be opened on **11 AM, February 23, 2026**, at his office by **Regional Director**, Estate Department, Reserve Bank of India, Bengaluru.
4. The successful bidder shall furnish an amount of 5% of the contract value in the form of online transfer (NEFT/RTGS) to RBI A/c or Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank ([Annexure - B](#)) towards security deposit for the due fulfilment of the contract. The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period. It may be noted that no interest shall be paid on Security Deposit. If the contractor fails to fulfil the contractual obligations, the Security Deposit will be forfeited by the Bank.
5. Reserve Bank of India, Bengaluru or any other designated for this purpose by him in presence of the tenderers or their authorized representatives, should they choose to be present.
6. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
7. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted
8. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may cause the General Manager of the Bank to serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit if any shall stand forfeited to the Employer
9. The Contractor shall carry out all the work strictly in accordance with details and instructions of the Bank's Engineer. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
10. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delay s may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not appear liability for any sum besides the tender amount, subject to such variations as are provided for herein.

11. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Banks Engineer
12. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.
13. The successful tenderer should make their own arrangement to obtain all materials required for the work.
14. The water and electricity required for the work shall be provided by the Bank at one place free of cost, the Contractor shall have to make his own arrangements by providing the wire from electrical point to working place.
15. The Contractor shall strictly comply with the provision of safety code annexed hereto.
16. The Contractor shall be deemed to have carefully examined the work and sited conditions including labour, the general and special conditions, the specifications, schedules and drainage and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.
17. The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be reasonable for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.
18. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties the contractor shall also indemnify and indemnified the employer against all claims which may be made against the employer by any person in respect of anything which may arise in respect of works or in consciousness thereof and shall at his own expense, effect and maintain until the completion of contract with an insurance company approved by the employer , a policy of insurance in the joint name of the employer and the contractor (name of the former being placed first in the policy) against such risks and deposit such policy before

commencement of the work.

19. The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. 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 Sub-Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.
20. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.
21. The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.
22. The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
23. The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
24. Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works 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 work at the site unless said insurance policies are submitted. In the event of failure, of the Sub- Contractor to take out such policy or policies 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.
25. The successful tenderer shall employ only reliable workers and furnish their complete details with their two photographs. In case of any dispute, default like theft or burglary on the part of worker, the contractor will be totally responsible and initiate action to set it right. The contractor shall ascertain the scope of work before quoting the rates. After opening the quotation, the award of the contract for various properties will be decided by the bank based on the lowest rate, previous performance of contractor and scope of work at different properties.
26. The rate quoted by the contractor shall comply with minimum wages act of Central Government Minimum Wages of Labour Department. The contractor has to note this and taken into account while quoting the work. Any deviation from minimum wages act, may lead to disqualification of tenderer. Regarding the same the firm has to give declaration, after opening of tender any deviation in requirement will lead to debarment of the contractor for 1 year in participation of Banks tendering Activities.

27. If the contractor has not deployed carpenter or helper on a particular day, recovery will be made from the bill as per the banks standard approved rates for carpenter and helper.
- 28. The Bank is not bound to accept the lowest or any tender. The Bank reserves the right to split and award the work to different agencies, Bank reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.**
- 29. The contractor shall register the name of the firm / individual / agency / Company with the Central Excise Department, Govt. of India for the GST. The Registration Number should be furnished along with this tender form.**
30. The agreed contract amount shall be fixed throughout the tenure of contract and will not subject to any fluctuations due to increase in the cost of materials, labour, Sales tax, Octroi, Income Tax, Work Contract Tax, Service Tax or any other taxes required under the statute, if any, no additional amount will be paid.
31. Damages caused during the work the same shall be replaced at contractors' risk and cost immediately. Bank shall be entitled to obtain forced possession without any further notice to the contractor at the contractor's cost and risk.
32. As the arrangement is by way of Special Assignment on a contractual basis for a fixed period, the contractor and his service personnel will not be eligible for any benefit like provident fund, Gratuity etc. available to the staff of the Bank.
33. Bank has right to terminate the contract by issuing one month notice for failure in rendering the services mentioned in the schedule/scope of work.
34. In case of any dispute arising out of this agreement, the decision of the Bank will be final and binding on the contractor. An Agreement shall be executed in duplicate, the Bank retaining the Original and the contractor retaining the duplicate thereof. The stamp duty on the original and the duplicate shall be borne by the contractor. The Bank will not provide accommodation to the contractor in the premises.
- 35. Contractors shall maintain a record of Bank online payment to their workers and shall submit along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages paid.** Electricity and water shall be given to agency at nearest available point free of cost by the Bank, but all the other arrangements have to be made by the contractor at their own.
- 36. Agency is required to give prompt service. Contractor shall complete the complaint lodged in complaint book preferably completed on same day. However, for major repair work, agency shall complete the job as directed by the Bank. In case of inordinate delay beyond the stipulated time, Bank has a right to levy a penalty for each unattended complaint.**
37. The personnel deployed should be well experienced and trained adequately and of sound health. The workers / staff employed should be well groomed and shall wear color code Uniforms, pant+ shirt+ shoes+ cap+ gloves + masks for male and suit/saris+ aprons + cap + gloves for ladies staff. Any indecent behavior or suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty as per sl.no.5 below shall be levied on the contractor. The contractor will be required to submit daily labour report duly signed by Facility Manager to the Banks Caretaker. The contractor must employ adult and skilled labour only who are of age within 50 years. **Employment of child labor will lead to termination of the contract.** They should have identity cards prominently displayed.
- 38. Fittings/ fixtures and other materials will be as per the Bank's SARs (Standard Approved Rates)**
39. In case of any person is found giving poor workmanship, misbehavior, disobeying instruction of the

Bank and etc., the agency will replace such person(s) from the work as directed by the Bank.

40. The contract will be for a period of one year. The Bank may cancel the contract after giving a notice of one month to the Contractor. If the Contractor wants to cancel the contract, he will have to give a notice of two months to the Bank in advance. The contract can be renewed subject to the satisfactory service rendered by the Contractor and on mutually agreed conditions by both the parties. The renewable of the contract cost will be on annually basis increase in AMC price during renewal will be based on maximum permissible limit calculated on basis of prevailing CPI/WPI rates by Bank and the decision of the bank in this regard will be final.
41. **Engagement of Contract Labour:** The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way made liable to the labourers engaged by the contractor. The principal employer shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the contractor to workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the Register of Wages to the (Register of Wages-cum-Muster Roll) as the case may be, in the following form: "Certified that the amount shown in column No... has been paid to the workman concerned in my presence onat...."
42. **Non-Disclosure Clause:** 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 obligation 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.
43. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- (a) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- (c) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. (ad) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

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

Preparation of the tender

44. The e-Tender shall be prepared and submitted online. Each of the tender documents should be deemed to be signed by the person or persons submitting the tender and is taken at his/ their having acquainted himself/ themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. No advice of any change in rate or conditions after the opening of the tender will be entertained.
45. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the requirements of tender and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
46. The tender must be duly sealed and signed before upload by the competent person of the bidding party.

Preparation of Bid

The tender has been exhaustively vetted for **Annual Maintenance Contracts for Carpentry, Joinery and Related Miscellaneous Works at RBI Main Office Premises in Bengaluru.**

47. Financial Bid: There is only one lot/ item for bidding but with 2 headers:

Lot 1: Annual Maintenance Contracts for Carpentry, Joinery and Related Miscellaneous Works at RBI Main Office Premises in Bengaluru

Description of headers:

1st Header - Labour component will include - Cost to Vendor for statutory payment or mandatory payment to skilled workers for Minimum wages, EPFO, ESIC contribution, etc. for 12 Months (312 days i.e., 26*12 days) for 4 Workers (2 – Skilled and 2 – Semi-skilled) each colony. **This must not include GST or any other tax.**

2nd Header - Non-Labour component & Tax will include - Cost to Vendor for Administrative Cost, Overhauling charges plus profit margin i.e., all payment over and above minimum wages, administrative charges for running the business (such as cost of provision of uniform, amenities to worker and other expenses etc.), profit margin & GST.

Note: GST should not be calculated over EPF/ ESIC contribution.

Rates quoted should be for 12 months and inclusive of all incidental charges and **including GST.**

For the purpose of this clause, it is mentioned that the Minimum Wages will be considered as per the latest Gol order.

48. The Financial Bid is liable to be rejected at the discretion of the Bank, if:
- Any of the above rates and percentage are found to be not in compliance with the respective statutory laws.
 - Rate quoted in the 1st header is lesser than the Bank's estimation as per Minimum Wages.
 - **Rate quoted in 2nd header is zero (excluding GST) or not reasonable as per the discretion of the Bank.**
49. **No advice of any change in rate or conditions after the opening of the tender will be entertained.**

Amendment to tender document

50. (a) At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment/ addendum.
- (b) Any such amendment will be hosted on the MSTC/ RBI Website. The addendum(s)/ Corrigendum(s) issued will form part of the tender document.
51. In order to afford prospective Bidders reasonable time for preparing their Bids after considering such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.

Right of the Employer

52. (a) The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserves 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.
- (b) The Bank reserves the right to accept or reject any tender application during the scrutiny of the Eligibility Criteria and it will be the sole discretion of the Bank to allow/ disallow any/ all Part-I tenderers to participate in Part -II.
52. On receipt of intimation from the Employer of the acceptance of his/ their tender, the successful tenderer shall be bound to implement the contract and **within fourteen (14) days thereof, the successful tenderer shall sign an agreement** in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is subsequently executed or not.

Assignment/ Sub-letting the contract

53. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer.
54. The Contractor shall carry out all the work strictly in accordance with technical details and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the technical scope and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

Contractor to provide everything at his cost

55. The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the tender. This may include uniforms, tools, gadgets, or any item in best conscience of the contractor.

Tenderer to inform himself fully:

56. (a) The tenderer shall be deemed to have carefully examined the work and site conditions including the labor, general and special conditions, the specifications, schedules and scope and shall be deemed to have visited the site of work and have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will

be given necessary information available with the department but without any guarantee about its accuracy.

- (b) If the tenderer shall have any doubts as to meaning of any portion of the general conditions, or the special conditions, or the scope of work or the specifications or any other matter concerning the contract he shall in good time, before submitting his tender, put forth, the particulars thereof and submit them to the Employer 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 tender conditions in the absence of such authentic pre- clarification.
- (c) The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

Errors, Omission and Descriptions

57. (a) In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases, the correct rate would be that which is lower.

- a. Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.
- b. In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Manager (Tech) / AM(Tech), Estate Department, Reserve Bank of India, Bengaluru whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

Labour Laws

58. (a) The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.
- a. Successful tenderer has to follow Minimum wages and Contract labour acts and pay to his workmen as per these acts. Maintain the proper records of the same as per extant law. The workmen/ labour deployed for the work shall be paid **minimum wages** & other facility as per provision in the **CLC/ Contract Labour Act.**
 - b. The offices of the Regional Labour Commissioner (Central), Bengaluru will have the jurisdiction over the implementation of the labour laws under this contract and The Prevention of Sexual Harassment of women at workplaces.
 - c. The contractor shall be required to obtain a license, if applicable, from the office of the Assistant Labour Commissioner, Government of India as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.

59. The contractor should follow the following and continue to have valid license, if any, during the validity of the contract period:
- a) Contract Labour (Regulation and Abolition) Act 1970
 - b) Payment of Wages Act 1956
 - c) Employment of Children's Act 1923
 - d) Minimum Wages Act
 - e) Employee Provident Fund Act 1952 and scheme made under said Act.
 - f) Employees' State Insurance Act 1948
- Obtain required licenses/clearances etc. from Assistant Labour Commissioner, Municipality and other local agencies/bodies at his own cost, whatever necessary.
60. **The contractor should ensure payment of minimum wages to all laborers/ workmen staff employed by him. Contractor should submit NEFT mandate/ Passbook copies/ Credit alerts/ Certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him at the rate which is not less than the one prescribed under Minimum Wages Act, 1948 after deduction, if any, under applicable laws and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such documents.**

Name & Address of The Contractor:

Date:

Sign & Seal of The Contractor:

Place:

Section II - Special Conditions for Tenderers

Dismissal of Workmen / appointment

1. The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer. Further, the contractor will have to intimate Bank before dismissing any labour engaged for the work.

Payment

2. Payment shall be made based on monthly basis against a GST invoice, after submission of following documents:
 - a) Copy of attendance register/ sheet – attested by Caretaker/ Asst. CT of the colony.
 - b) Copy of documents reflecting submission of EPF – Combined Challan, ECR, Payment Receipt.
 - c) Copy of documents reflecting submission of ESIC – Challan, Payment receipt.
 - d) Proof of Payment to workmen – NEFT mandate/ Credit receipts/ Account statements.
 - e) Statement of Complaints – Received/ Attended/ Pending.
 - f) Statement of any preventive maintenance work done.
 - g) Statement of material procured (if any) with the approval of the Bank.
 - h) Any logbook/ document as directed by Estate Dept. In Charge.

The payment to labours through e-banking mode is a must for the contractor, failing to do so, the Bank may take action under Clause 6 of the ongoing section. **Defects due to this contract/ work by another contractor**

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

Failure by Contractor to comply with Employer's instructions

4. If the Contractor after receipt of written notice from the Employer requiring compliance within ten (10) days fails to comply with such further the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

Penalty

5. In case of any workman required as per the Scope of Work is absent on any day or for a period and the contractor fails to arrange an alternative workman for the said day or the period, the employer has the right to deduct a proportionate amount equal to the daily wage of the requisite workman for the days of absenteeism from the bill. Further, if engaged workmen is not able to attend complaints or carry out any maintenance work or is not present in the premise during the official hours and the employer has deputed any other labour (directly or through another contractor) to rectify the work, then the employer can deduct any such amount payable to another contractor for the work from the monthly bill of the contractor.

An amount of ₹ 736/- (Rupees Seven Hundred and Thirty-Six Only) per day will be charged as penalty, if any defect/s (of major systems) intimated to the Contractor is not rectified within four (04) hours of intimation. However, maximum deduction on this account shall not exceed 10% value of the base contract value.

Termination of Contract by either party

6. Employer: If the Employer determines that the Contractor

- (i) has abandoned the Contract, **or**
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for fourteen (14) days after receiving from the Employer notice to proceed, **or**
- (iii) has failed to proceed with the works with such due diligence and failed to make such maintenance as required to be completed within the time agreed upon, **or**
- (iv) has failed to remove materials from the site as specified in tender for seven (07) days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions **or**
- (v) has neglected or failed persistently to observe and perform all or any of the Acts, matters or things by this Contract to be observed and performed by the Contractor for seven (07) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same **or**
- (vi) being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in

such acts of insolvency or winding up, as the case may be, shall be unable, within seven (07) days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer **or**

- (vii) whether an Individual, Firm or Incorporated Company shall suffer execution or other process of Court attaching property to be issued against the Contractor, or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, **or**
- (viii) shall assign or sublet this Contract without the consent in writing of the Employer first had obtained, **or**
- (ix) shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder **or**
- (x) fails to furnish sufficient documents/ proofs for submission of EPF/ ESIC **or** payment of Minimum wages to all engaged labours (after statutory deductions) **or** insurance policies and any other document as required as per the tender **for consecutive 3 months,**

then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven (07) days' notices in writing to the Contractor, determine the Contract as terminated.

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

Any liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his means may enter upon and take possession of the works and all tools, machinery and materials lying upon the premises or the adjoining lands or roads. Such force full items will be at the discretion of the employer to be returned to the Contractor or put to use through separate contractors or own staff, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

7. Contractor: If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty (30) days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three (03) months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any materials supplied or labour deployed for the purpose of the Contract.

Renewal of Contract

- 8. (a) The contract can be considered for further renewal on mutually agreed terms and conditions subject to the satisfactory services rendered by the successful bidder and if the Bank so desires.
- (b) The service contract shall be valid initially up to 31st March 2027 and it may be further renewed for Two financial years (One year at a time) subject to satisfactory performance.
- (c) The Contractor is willing for renewal of the contract at the end of the year with an increase in the rate worked out as per the extant instructions (rate worked out taking into consideration the consumer/labour/metal products indices six months prior to the anniversary date of the contract as well

as the indices six months prior to anniversary date of the previous year).

09. (a) The non-labour component of the contract rates will be revised once as per the at clause 8 of the ongoing section.

(b) The Labour component will be revised twice in terms of revision of Minimum Wages by the Chief of the Labour Commission. Further, any revision or change to statutory payment will only be on the basis of any amendment under the relevant Acts by the Competent Department.

The overall rate will always and only be derived by adding the Labour and Non labour components.

Insurance Clause / Indemnity to employer

10. (a) The contractor shall take insurance at his cost to cover following risk in the joint names of the Bank-

- **All Risk Policy to the total amount of work.**
- **Workmen compensation policy for the employees engaged.**

(b) The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include, inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

(c) The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

(d) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Subcontractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.

(e) The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and in respect of any award of compensation or damages, arising there from.

(f) The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due

or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

Matters to be finally determined by Employer

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

Employer entitled to recover compensation paid to workmen

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

Prevention of Sexual Harassment of women at workplaces

13. (a) The Contractor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.
- (c) The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual harassment by the employee /workmen of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

Non-disclosure clause

14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during 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.

Indemnity for Principal Employer

15. (a) The Bank endeavors to implement norms of EPF/ESIC for every labour engaged at its premises by the contractor through the tender. It is mandatory for the tenderer to be registered at the Shram Suvidha Portal for exercise of EPF/ESIC requirements before bidding. The Bank may call for any documents pertaining to this clause to verify the applicability of the EPF/ESIC norms.
- (b) The tenderer should each month submit the EPF/ESIC contributions of the employer & employee at the portal. Further, it is responsibility of the tenderer to indemnify the Bank against any damage/ fine/ penalty etc. which may become due to the EPF/ESIC Acts.
- (c) The Bank has the right to call/ ask for any forms/ statement/ challans to satisfy itself that the labours have been protected as per the EPF/ESIC norms and have been paid salary as per the Minimum wages after statutory deductions only. Further, if the Bank is satisfied that the contractor has failed to do so, the Bank has the right to take necessary action as deemed fit.

Name & Address of The Contractor:

Date:

Sign & Seal of The Contractor:

Place:

Special Terms and Conditions: -

1. In an emergency, he may be called upon by authorized official of the Bank after/before prescribed working hours on working days and at any time on Sunday/Holidays. The contractor shall be abided by the prevailing / future labour laws of the Govt. & shall produce requisite details to them if demanded.
2. The contractor shall report to Asst-Caretaker/Junior Engineer/Assistant Manager (Civil) on weekdays and shall work as per directions issued by them from time to time. Their services will be utilized in any of the Bank's properties.
3. The charges quoted shall include wages, transportation charges, kit of tools and equipment required for the work, incidental charges, all taxes applicable, contractors' profit and overheads etc. complete.
4. The contractor/Carpenter shall note down the complaints recorded in the complaint register kept in each colony with the caretaker and attend to the same immediately as soon as possible. Signature of the occupant/ caretaker shall be obtained in the note book for acknowledgement of attending the complaint including common area complaints/defects observed by colony ACT, Banks Engineer at Staircases, sanitary duct, community hall, gym room, pump room, dispensary, common toilet, elect rooms, spare rooms etc. Contractor shall himself check the promptness of attending the complaints and any attended complaint shall be informed to the caretaker along with the reasons for not attending the complaints.
5. The work shall be carried out in close co-ordination and with least disturbance to the Office working /residents.
6. The contractor shall have to make good the damages if any caused to the Banks properties while attending to his work at no extra cost to the Bank.
7. The monthly payment will be made based on strictly on Monthly Attendance maintained by colony ACT and gate entry register, also after the satisfactory completion of items and complaint attended to and the certificate of the Assistant Manager/ Manager (Tech-Civil).
8. The old/broken fittings, etc shall be handed over to the caretaker. The replacement work shall be taken up after consent of the Junior Engineer/Assistant Manager/Manager (civil) only.
9. All the monthly bills should be submitted separately with duly certified Asst. Caretakers signatures duly attached.
10. **The Contractor /Carpenter shall attend any other emergency work at any time (nighttime also) during holiday and Sunday relating to job allotted to him without asking for additional payment for the purpose.**
11. The Contractor shall provide necessary service personnel to ensure proper maintenance and other service and to ensure that the work carried out as specified in Schedule of Quantity. The personnel so engaged by him would always be deemed to be his personnel and would not have any claim on the Bank whatsoever.
12. The Contractor shall comply with all such statutes or laws as may be applicable to them or to the personnel engaged by them to manage and maintain the Carpentry installations.
13. The Contractor shall obtain necessary licenses and permits in their name at their own expenses and shall keep the Bank indemnified against any loss arising due to noncompliance to any statutory requirement.

**Place
Date:**

Signature of the Contractor with seal

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, having its Central Office at Mumbai 400001 and also having an office at Nrupathunga Road, Bengaluru (hereinafter referred to as "The Bank" which expression shall unless repugnant to the context be deemed to include its Successors and Assigns) of the one part and M/s _____

(hereinafter called "the Contractor" " which expression shall unless repugnant to the context be deemed to include their administrators, executors and legal representative)) of the other part.

Whereas,

- A) The Bank is having _____.
- B) By their quotation/letter dated _____ the contractor has offered on contract basis to maintain the Carpentry, Joinery and related miscellaneous works in the above-mentioned property.
- C) The Bank has, in consideration of the condition to be fulfilled by the contractor as hereinafter set out, agreed to permit the contractor to manage and maintain Carpentry installations at property as hereinafter set out. Now it is Mutually Agreed by And The parties as follow:
1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work shown upon the said Specifications and the Schedule of Quantities.
 2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
 3. The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract in the said conditions regarding execution of work, quality of materials, progress and completion of the works etc. shall mean the General Manager (Banking) or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision under clause of the contract viz. clause relating to settlement of disputes through arbitration.
 4. The said conditions 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.
 5. The agreement and documents mentioned herein shall form the basis of this Contract.
 6. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the day-to-day maintenance of _____ to be paid for according to actual work carried out at the rate contained in the Schedule of rates as provided in the said Conditions.
 7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to carpentry installations laid down in the said conditions and shall make good any damages
 8. The Contractor shall provide necessary service personal to ensure proper completion cleaning; Employer reserves to itself the right by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
 9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work on the day as per the instruction of bank
 10. All payments by the Employer under this Contract will be made only at Bengaluru.

11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru. and only Courts in Bengaluru shall have jurisdiction to determine the same.
12. That the all parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Senior Engineer.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

If the contractor is a partnership or an individual.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.

If the contractor is a company.

Signature Clause

SIGNED AND DELIVERED by the Reserve bank of India
by the hand of
Shri

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

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

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on ____in the presence of

(1)

(2)

Directors who have signed these presents in token thereof in the presence of

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand of Shri _____ and duly constituted attorney.

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

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

Scope of Work

The services rendered under the contract shall include following items of work: -

- a) Easing/adjusting all types (MS, Wooden, Aluminum UPVC, etc) of doors, door frames, windows, ventilators, louvers, pelmets, curtain rods/rails/channels, medicine chest, kitchen cabinets (including Modular Kitchen), meat safes, wardrobes, wardrobes locks, drawer locks, night latches, mortice locks etc. in order to make and keep them in satisfactory serviceable condition.
- b) Refixing of loose fixtures, fittings, curtain rods/rails/channels, pelmets, medicine chests, hinges, hooks and eyes, ball catches, handles, tower bolts, aldrops, other latches, locks, brackets, any other fixtures and fittings including grouting of new wooden/pvc gutties in cement mortar etc. wherever necessary.
- c) Replacement of nails, screws, coach screws, machine screws, nuts, bolts, washers etc. (inclusive of their cost) of hinges, handles, aldrops, tower bolts, latches, locks, etc. including minor repairs to night latches/mortice locks etc. Repair and replacement of wash basin mirrors, glass shelves, corner shelves, SS hooks, SS towel rods, SS tumbler holder, soap dish, SS towel ring, replacement of all damaged velcro mesh, SS Mesh if any, replacement of damages Velcro mesh teak wood frame with new one, etc.
- d) Repairing of door/window shutters/Slides etc. including removal and refixing thereof. Repairing of other furniture articles such as pelmets, wardrobes, kitchen cabinets (including Modular Kitchen), meat safes, medicine chests etc.
- e) Replacement of damaged/broken/ unserviceable window/door glass panels, covers etc. The cost of glass glaziers putty additional wooden fillets/- beadings will however be paid separately.
- f) Repairs to cloth hanging arrangement Viz. Replacement of ropes, pulley and hooks/brackets etc and replacement of cloth hanging arrangement with new one.
- g) Any other carpentry/fitting or concerned work as advised by the engineer in-charge.
- h) Replacement of Teak/commercial ply Veneer of Flush Type door shutters, wooden frame door shutters, MS frame, wooden/aluminum doors/windows/ventilators, frame of wooden shutter, frame of windows, paneled doors, ventilators etc., wooden panels of paneled doors, windows, ventilators, other shutters etc. fixing of aluminum GI asbestos sheet to doors/windows etc. Complete (The cost of veneers, wooden battens for frame wooden panels boards, aluminum/GI/asbestos sheets etc. will however be paid separately as per actual) (Replacement shall be done with the same quality fittings as per the existing or of better quality wherever advised by the engineer in charge.)
- i) Repair to all types of Aluminum sliding two track and three track windows, Aluminum Ventilators, aluminum sliding mosquito mesh windows and at main office building repairing the aluminum doors, aluminum partition /wooden partition, including replacement of the same with new one. The material

consumed will be paid as per standard approved rates.

- j) In Main Office Premises the contractor should arrange for servicing of all Glass door handles and hinges and all types of door closures and a acknowledgement taken report from the concerned department/users need to be submitted. If any such establishment is present in Residential colonies the same need to be attended on Quarters basis as mentioned above.
- k) In Main Office Premises the Carpenter and plumber should be expertise and should repair all types of workstations/ working desk tables, replacement of keyboard, CPU units and workstation draw unit channels and locks.
- l) The Carpenter and helper should be expertise and should repair the modular kitchen and replacement of damaged units with new one, replacement of damaged channels, hinges, handles, any type of basket units and all types of repairs pertain to modular Kitchen.
- m) The Contractor/ Carpenter shall note down the complaints recorded in the complaint register, kept in each colony with the care taker and attend to the same immediately as soon as possible. Signature of the occupant/ care taker shall be obtained in the note book for acknowledgement of attending the complaint. Contractor shall himself check the promptness of attending the complaints and any attended complaint shall be informed to the care taker along with the reasons for of attending the complaints.
- n) The work shall be carried out in close co-ordination and with least disturbance to the Office working /residents as the case may be.
- o) The contractor shall have to make good the damages if any caused to the Banks properties while attending to his work at no extra cost to the Bank
- p) The monthly payment will be made after the satisfactory completion of items and complaint attended to and the certificate of the Assistant Manager
- q) The old/broken fittings, etc. shall be handed over to the caretaker. The replacement work shall be taken up after consent of the Assistant Manager (Civil)/JE(Civil) and the rates of the same will be paid as per SAR rates prepared by Bank.
- r) All the monthly bills should be submitted separately with Caretakers certificates duly attached.
- s) The Contractor, from time to time after completion of work, shall to take the certificate/acknowledgement from the resident of the flat that the work has been completed satisfactory and same shall be enclosed along with the bill. Payment shall be made on monthly basis.
- t) The carpenter should inspect the VOFs/THH's, Dispensary, Gymnasium, Community Hall, Recreation Room etc at Respective properties on fortnight basis and if any defects/damages found the same need to be reported immediately to colony caretaker. The Due acknowledgement report

countered signed by VOF caretaker and colony caretaker on fortnight basis need to be submitted at the time of submission of monthly bills.

- u) The Contractor shall provide necessary service personnel to ensure proper maintenance and other service and to ensure that the work carried out as specified in Schedule of Quantities. The personnel so engaged by him would always be deemed to be his personnel and would not have any claim on the Bank whatsoever.
- v) The carpenter should inspect the Vacant flats at Respective properties on monthly basis and if any defects/damages found the same need to be reported immediately to colony caretaker. The Due acknowledgement report countered signed by VOF caretaker and colony caretaker on monthly basis need to be submitted at the time of submission of monthly bills
- w) **The Contractor /Carpenter shall attend any other emergency work at any time (nighttime also) during holiday and Sunday relating to job allotted to him without asking for additional payment for the purpose.**

**Place
Date:**

Signature of the Contractor with seal

Description of location of AMC:

A – Main Office Premises including Annex Building.

- (i) The Contractor shall engage Two Carpenter+ Two Helper on retainer basis, who shall daily attend to the Main Office Building for attending carpentry complaints and shall be available at 9.00a.m. to 5.30p.m. on all weekdays (excluding Sunday but including Saturday). He shall also attend to the work on weekly offs, holidays and beyond office hours when ever need arises without any extra cost to the Bank. The Contractor shall ensure to attend maintenance service complaints within two hours of the complaint being registered. An amount equivalent to existing minimum wages will be deducted per day of absenteeism.
- (ii) The same carpenters along with helpers shall also attend to all carpentry complaints Annex Building including Saturday, during the above working hours (or after the working hours if required) within the quoted amount. No extra payment for the conveyance or any other item shall be paid by the Bank.
- (iii) The Contractor shall also engage necessary extra helper for his assistance whenever required with prior permission of the Engineer in-charge. Labour charges per helper per day will be paid separately for engaging additional helper as per schedule of approved rates.

Note: - L1 bidder for AMC will be considered for awarding the work.

Place: -

Date: -

Signature of the contractor & Address with seal

SAFETY CODE

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

Place: -

Date: -

Signature of the contractor & Address with seal

Annexure-B: Proforma for Performance Bank Guarantee

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

Place.....

Date.....

To

Regional Director

Estate

Department

Reserve Bank of India Bengaluru – 500 001.

Dear Sir,

Name of Work:

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Bengaluru 500 001 (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, Bengaluru a Performance Bank Guarantee for a total amount of Rs.... for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the Contractor, do hereby undertake to pay to the Reserve Bank of India, an amount not exceeding Rs _____ 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 Rs _____ or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____
2. We also agree to undertake and confirm that the sum not exceedingly 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 ₹ _____
- b) Our liability under these presents shall not exceed the sum of Rs. _____
- 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., up to _____ 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

Signature Name

Address

(NB: 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- C: Complaint Escalation Matrix

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the firm

Annexure – D: Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

To,
The Regional Director
Reserve Bank of India
Estate Department
Bengaluru - 560001.

Sir,

**Subject: Undertaking Letter of M/s _____ for participation in the bid for
above mentioned work**

I / We (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we (Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

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

Signature and name of the authorized signatory of the firm

Date:

Annexure-E: Proforma for Indemnifying the Employer against Contract labor Rules/regulations
(On Non-Judicial Stamp Paper of appropriate value)

To

The Regional Director
Estate Department
Reserve Bank of India

Dear Sir/Madam

..... (*name of work*)

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

-

Authorised signatory

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

To,

The Regional Director
Estate Department
Reserve Bank of India

.....

Dear Sir/Madam

.....(*Name of work*)

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annexure-G: Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letterhead)

Name of Work:

1. I/We (Name of the bidder) declares that
 - a) I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on(last date of submission of bid).
 - b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective upto(date). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

SCHEDULE OF QUANTITY (Price Bid)

For

Annual Maintenance Contracts for Carpentry, Joinery and Related Miscellaneous Works At RBI Main Office Premises in Bengaluru

Item No.	Name of property	Total Charges for Making Available Two Carpenter and Two Helper to carry out work as per scope of work/terms & conditions mentioned			
		Quoted Amount /Per Month (The Value at Z as calculated at Annexure should reflect here) (A)	GST for the quoted amount /per Month (B)	Total Amount with per Month (A+B)	Total Amount per Year
1	Main Office Premises (Including Annex Building & Services Quarters Etc				

Note: - L1 bidder for AMC will be considered for awarding the work

1. Please note that the quoted rates are inclusive of all taxes etc., if any and **rate shall be inclusive of miscellaneous items like screws, clamps etc** and cost of other replaced items will be paid as per the banks standard approved rates.
2. **The successful tenderer shall employ only reliable workers and furnish their complete details along with police verification with their two photographs.** In case of any dispute, default like theft or burglary on the part of worker, the contractor will be totally responsible and initiate action to set it right.
3. The contractor shall ascertain the scope of work before quoting the rates. After opening the quotation, the award of the contract for various properties will be decided by the bank based on the lowest rate, previous performance of contractor and scope of work at different properties.
4. The rate quoted by the contractor shall comply with minimum wages act of Central Government, Labour Department. The contractor has to note this and take into account while quoting the work.
5. If the contractor has not deployed carpenter or helper on a particular day, recovery will be made from the bill as per the quoted rates for carpenter and helper.
6. The Bank is not bound to accept the lowest or any tender. The Bank reserves the right to split and award the work to different agencies, Bank reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason, thereof.
7. The contractor should be guided by the provisions of the Minimum Wages Act and other related labor

Acts enacted by the Central / State Governments from time to time.

8. The agreed contract amount shall be fixed throughout the tenure of contract and will not subject to any fluctuations due to increase in the cost of materials, labour, Sales tax, Octroi, Income Tax, Work Contract Tax, GST or any other taxes required under the statute, if any, no additional amount will be paid.
9. The bills will be settled by office after verification of the work done, copy of Caretaker/. Asst Caretaker certification, attendance etc. The bill, in proper form, must be duly accompanied by details of work carried out in that month and should also be accompanied with the details of ESI & EPF deposit slip for the previous month along with the copy of Register- Form IX, X, XI U/r 22, 26(1), 26 (2) of the Minimum wage (Central) Rule 1950, Minimum wage Act 1948, copy of attendance sheet signed duly verified by Caretaker/Asst Caretaker failing which the bill will not be accepted. The Contractor's Bills should be prepared based on the actual work done and actual manpower deployed.

Place:

Date:

Signature of Contractor and Address with seal



(Annexure)

Main Office Premises Including Annex Building & Services Quarters

Carpentry, Joinery and Related Miscellaneous Works													
MOB including Annex Building and Services Quarters Etc.													
Sl.No	Type	Man power Required	Min Wages Per Worker Per Day Considered As Per Latest Circular of Central Government for Minimum			Statuary Components					Total Minimum Wages Per Day Quoted by the Vendor including other statutory obligations (value should not be quoted less than (14))	Total Min Wages Per Manpower Per Day Prevailing as on Date of opening of Tender as per Minimum Wages Act	Total Monthly Wages in (Rs) Considering 26 working days.
			Basic	DA as on 30.09.2025	Total of Basic + DA as on 30.09.2025	EPF@12% of (6)	ESI @ 3.25% of contractors contribution and 0.75 % of employees contribution(6)	Bonus @8.33% of (6)	Leave Coverage @ 6.75% of (6)	LWF (As per Govt. Directives)			
1	2	3	4	5	6	7	8	9	10	11	(12) = (6+7+8+9)	**13	(14) = (3)X(1
a	Unskilled	2	523	282	805	96.60	32.2	67.05	54.33	12	1067.18	1,067	
b	Skilled	2	637	344	981	117.72	39.24	81.71	66.21	12	1297.88	1,298	
c	Day to Day work, tools and equipment and its maintenance charges, Insurance, uniform and uniform maintenance and other miscellaneous charges.(Contractor should give details of these items)(LS)												
Sub Total (X)=sum of Sl.no a,b,c													
Add Contrator profit and Overheads on X =(Y)=													
Total amount per Month=(X+Y) =Z													
Total amount per annum=(Z*12) =A													
Add GST 18% on A													
Total Amount													

****Note:** - 1. In case, the rate quote under column (12) is less than the minimum wages evaluated in column (13) of wages charges for Manpower as per latest minimum wages, the tender shall be summarily disqualified.

- If the amount quoted by the bidder in the price bids is unreasonable/unrealistic or with zero profit margin (***contractor to quote a minimum service charge of 3.00% of X**), based on the statutory payments or otherwise, the Bank reserves the right to reject such bids.
- Contractor to submit a copy of the latest circular published by the competent authority in support of minimum wages prevailing as per Central Govt applicable for public sector banks and conceded by them in their quote.

Place :-
Date :-

(Signature of the Contractor with Seal)