



भारतीय रिज़र्व बैंक  
शिष्टाचार एवं सुरक्षा स्थापना, एचआरएमडी  
सी.बी.डी. बेलापुर  
**ई-निविदा आमंत्रण सूचना (एनआईटी)**  
**(केवल ई-खरीद के माध्यम से)**

महत्वपूर्ण जानकारी एवं निविदा की अनुसूची (एसओटी)

(संदर्भ: एनआईटी संख्या - RBI/Belapur Regional office/HRMD/1/23-24/ET/251)

कार्य का नाम:	भारतीय रिज़र्व बैंक के खारघर, नवी मुंबई में स्थित कार्यालय परिसर में व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) के तहत हाउसकीपिंग सेवाएं प्रदान करना
ई-निविदा आमंत्रण की तिथि एवं समय	30 नवंबर 2023 को 18:00 बजे
बोली-पूर्व बैठक की तारीख और समय	14 दिसम्बर 2023 को प्रातः 11:00 बजे सम्मेलन कक्ष, दूसरी मंजिल, एचआरएमडी, भारतीय रिज़र्व बैंक, सेक्टर - 10, एचएच निर्मला देवी मार्ग, सीबीडी - बेलापुर, नवी मुंबई - 400 614
ई-निविदा प्रस्तुत करने की अंतिम तिथि	27 दिसंबर 2023 को 14:00 बजे
ई-निविदा खोलने की तिथि और समय	27 दिसंबर 2023 को 15:00 बजे

ई-प्रोक्योरमेंट वेबसाइट के माध्यम से ई-निविदा आमंत्रित -  
<https://www.mstcecommerce.com/eproc>

“यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धरण देने के लिए कोई निमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के पैलबद्ध ठेकेदारों तक सीमित है। अनचाहे प्रस्तावों को नजरअंदाज किया जा सकता है। हालाँकि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार आरबीआई के साथ पैलबद्ध के लिए आवेदन कर सकते हैं।



भारतीय रिजर्व बैंक  
शिष्टाचार और सुरक्षा स्थापना, एचआरएमडी  
बेलापुर  
नवी मुंबई

नि.सं. : RBI/Belapur Regional office/HRMD/1/23-24/ET/251

ई-नीविदा

भारतीय रिजर्व बैंक के खारघर, नवी मुंबई में स्थित  
कार्यालय परिसर में व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) के तहत  
हाउसकीपिंग सेवाएं प्रदान करना  
टेक्नो कमर्शियल बोली

नीविदा करता का नाम : \_\_\_\_\_

पता : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ई-निविदा प्रस्तुत करने की नियत तिथि और समय	दिसम्बर 27, 2023, दोपहर 2.00 बजे
ई-निविदा के भाग-I के खुलने की तिथि	दिसम्बर 27, 2023, दोपहर 2.00 बजे
बोली-पूर्व बैठक की तिथि	दिसम्बर 14, 2023, दोपहर 2.00 बजे



भारतीय रिज़र्व बैंक  
शिष्टाचार और सुरक्षा स्थापना, एचआरएमडी  
बेलापुर  
नवी मुंबई

**01 अप्रैल, 2024 से 31 मार्च, 2025 की अवधि के लिए खारघर, नवी मुंबई में बैंक के कार्यालय परिसर में व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) के तहत प्रदान की जाने वाली हाउसकीपिंग सेवाओं के लिए ई-निविदा आमंत्रित करने की सूचना।**

प्रोटोकॉल और सुरक्षा प्रतिष्ठान, एचआरएमडी, भारतीय रिज़र्व बैंक (इसके बाद 'बैंक' के रूप में संदर्भित), बेलापुर प्रतिष्ठित फर्मों / कंपनियों / एजेंसियों से दो भागों (भाग I - तकनीकी बोली और भाग II - मूल्य बोली) में ई-निविदा आमंत्रित करता है। आरबीआई, बेलापुर में हाउसकीपिंग सेवाएं प्रदान करने के लिए। ई-टेंडरिंग के माध्यम से भाग लेने के लिए इच्छुक विक्रेताओं को एमएसटीसी पोर्टल (<https://mstcecommerce.com/eprochome/rbi>) पर खुद को पंजीकृत करना होगा।

2. अनुबंध 31 मार्च, 2025 तक वैध होगा, जिसे संतोषजनक प्रदर्शन के अधीन या आरबीआई के निर्णय के अनुसार अधिकतम दो और वर्षों के लिए, एक बार में एक वर्ष के लिए बढ़ाया जा सकता है। निविदा दस्तावेज़/शुद्धिपत्र का विवरण आरबीआई वेबसाइट (<https://www.rbi.org.in>) और एमएसटीसी पोर्टल पर उपलब्ध होगा। निविदा (भाग-I और भाग-II) केवल MSTC पोर्टल के माध्यम से 27 दिसंबर, 2023 को 1500 बजे या उससे पहले प्रस्तुत की जाएगी।

3. बैंक बिना कोई कारण बताए किसी भी या सभी निविदाओं/कोटेशनों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

4. कृपया ध्यान दें कि आगे का परिशिष्ट/शुद्धिपत्र केवल आरबीआई की वेबसाइट पर प्रकाशित किया जाएगा।

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मुख्य महाप्रबंधक  
भारतीय रिज़र्व बैंक, बेलापुर



ई- निविदा आमंत्रण सूचना (एन आइ टी)  
(केवल ई-खरीद के माध्यम से)  
महत्वपूर्ण जानकारी एवं निविदा की अनुसूची (एसओटी)

दो बोली प्रणाली में बोलियाँ	<p>निविदा आमंत्रण प्राधिकारी – श्री जयकीश मुख्य महाप्रबंधक भारतीय रिजर्व बैंक मुख्य कार्यालय इमारत, द्वितीय तल, सेक्टर-10, एचएच निर्मला देवी मार्ग सीबीडी बेलापुर, नई मुंबई - 400614 ई-मेल: <a href="mailto:cgmbelapur@rbi.org.in">cgmbelapur@rbi.org.in</a></p> <p>कार्य का नाम - भारतीय रिजर्व बैंक के खारघर, नवी मुंबई में स्थित कार्यालय परिसर में व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) के तहत हाउसकीपिंग सेवाएं प्रदान करना</p> <p>कार्यालय- एचआरएमडी, दूसरी मंजिल, भारतीय रिजर्व बैंक, सेक्टर - 10, एचएच निर्मला देवी मार्ग, सीबीडी - बेलापुर, नवी मुंबई - 400 614</p> <p>ई-निविदा/बोली जमा करने की नियत तिथि और समय बोली बंद होने की तारीख: दिसंबर 27, 2023 दोपहर 2:00 बजे तक</p> <p>निविदा जमा करने का तरीका: ई-निविदा</p>
विभाग का नाम	शिष्टाचार और सुरक्षा स्थापना, भारतीय रिजर्व बैंक, बेलापुर
ई-निविदा सं.	(e-Tender No.- RBI/Belapur Regional office/HRMD/1/23-24/ET/251)
एनआईटी डाउनलोड करने के लिए उपलब्ध होने की तारीख	नवम्बर 30, 2023
एमएसटीसी में टेक्नो कमर्शियल बोली और वित्तीय बोली की बोली शुरू होने की तारीख	नवम्बर 30, 2023



निविदा का अनुमानित मूल्य (कर सहित)	₹48,80,000/- (रु. अड़तालीस लाख अस्सी हजार मात्र)
निविदा का ढंग:	वेबसाइट के माध्यम से ई-प्रोक्योरमेंट सिस्टम, ऑनलाइन (भाग 1 – तकनीकी-वाणिज्यिक बोली और भाग 2 – वित्तीय बोली) <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a>
बयाना राशि जमा (ईएमडी)	<p>₹97,600/- की ईएमडी, भारतीय रिजर्व बैंक के पक्ष में एक अनुसूचित बैंक या बैंक गारंटी के डिमांड ड्राफ्ट के रूप में संलग्न प्रोफार्मा के अनुसार मूल रूप से निविदा आमंत्रित प्राधिकारी के कार्यालय में दिनांक 27 दिसंबर 2023 प्रातः 11 बजे तक पर या उससे पहले जमा की जाएगी।</p> <p>ईएमडी को 27 दिसंबर, 2023 को दोपहर 02 बजे या उससे पहले भारतीय रिजर्व बैंक खाते में भी भेजा जा सकता है। एनईएफटी लेनदेन के लिए खाते का विवरण इस प्रकार है:</p> <p>लाभार्थी का नाम - <b>RBI Belapur</b></p> <p>आईएफएससी: <b>RBIS0NMPA01</b></p> <p>खाता क्र : <b>186003001</b></p> <p>लेनदेन संख्या और अन्य विवरण दर्शाते हुए प्रेषण का प्रमाण अन्य निविदा दस्तावेजों के साथ बैंक के अनुमोदित ई-निविदा पोर्टल पर अपलोड किया जाएगा।</p> <p>(IFSC में पांचवां और दसवां अक्षर शून्य है)</p> <p>कृपया एनईएफटी लेनदेन टिप्पणी में अपना नाम/कंपनी का नाम उल्लेख करें। बोलीदाताओं को यह भी सलाह दी जाती है कि वे लेनदेन संख्या (स्कैन की गई कॉपी) के साथ प्रेषण का प्रमाण निम्नलिखित ई-मेल आईडी पर भेजें:</p> <p><a href="mailto:psebelapur@rbi.org.in">psebelapur@rbi.org.in</a></p> <p>and</p> <p><a href="mailto:poornimasuman@rbi.org.in">poornimasuman@rbi.org.in</a>, <a href="mailto:uktalele@rbi.org.in">uktalele@rbi.org.in</a></p>
स्पष्टीकरण और बोली-पूर्व बैठक	प्री-बिड मीटिंग की तारीख और समय - 14 दिसंबर 2023 को प्रातः 11.00 बजे ऑफलाइन, स्थान - सम्मेलन कक्ष, दूसरी मंजिल, एचआरएमडी, भारतीय रिजर्व बैंक, सेक्टर - 10, एचएच निर्मला देवी मार्ग, सीबीडी - बेलापुर, नवी मुंबई - 400 614



ई-निविदा जमा करने की अंतिम तिथि:	दिसंबर 27, 2023, दोपहर 2.00 बजे तक
बोली-पूर्व बैठक की तिथि (ऑफ़लाइन):	दिसंबर 14, 2023 , प्रातः 11.00 बजे
निविदाएं/बोलियां खोलने की तिथि (भाग-I)	दिसंबर 27, 2023, दोपहर ३.00 बजे तक - ई-निविदा के माध्यम से.
बोली की वैधता	बोली वैधता - निविदा जमा करने की अंतिम तिथि से तीन महीने।

## Form of Tender

Place:

Date:

Shri Jaikish  
Chief General Manager  
Reserve Bank of India  
HRMD  
Belapur  
Navi Mumbai-400614

Dear Sir,

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

### Memorandum

(a)	Description of work	:	E- tender for Housekeeping services to be provided under Comprehensive Annual Maintenance Contract (CAMC) at the Bank's Office Premises at Kharghar, Navi Mumbai for the period from April 01, 2024 to March 31, 2025. (e-Tender No.- RBI/Belapur/HRMD/_____)
(b)	Estimated cost (₹)	:	Rs. 48,80,000/-
(c)	Earnest Money (₹.)	:	Rs. 97,600/-
(d)	Performance Guarantee	:	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the Contract Amount.

We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

2. A sum of ₹97,600/- is hereby forwarded/uploaded in the form as specified in Schedule 'E' of the tender document as Earnest Money. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
3. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.
4. I/We undertake and confirm that similar work(s) have been got executed i.e. having experience of execution of housekeeping works of appropriate value in respect of residential & office building etc. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
5. I/We hereby declare that I/We shall treat the tender documents, and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.
6. 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.
7. Our bankers are (Name and full address)

(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 Contractor with seal  
Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

## **QUALIFICATION CRITERIA FOR BIDDERS**

- 2.1. The bidder shall be a Proprietary firm or a Partnership firm or a Limited company or a Corporate body legally constituted, who possesses the required licenses and registrations as per law.
- 2.2. The bidder shall have a **minimum experience of five years**. The bidder shall submit a list along with documentary proofs of works carried out by them during the last five years. The documentary proof shall contain Work Orders, Completion Certificates / Performance certificates etc. from clients, the authenticity of which shall be verified by the Bank through various modes.
- 2.3. The bidder shall submit copies of documentary proof viz. **Certificate of Incorporation / Registration, Memorandum of Association, Income-Tax Returns for the past five years, PAN details and GST Registration details**.
- 2.4. The estimated cost of the work is **₹48,80,000/-** and hence the bidder is required to submit the proof (the documentary proof shall necessarily contain Client Certificates and other related documents such as Work Orders, Agreements, Completion Certificates / Performance certificates etc. from clients, the authenticity of which shall be verified by the Bank through various modes) of **having successfully completed similar works (maintaining office premises of reputed organizations) during the last five years ended December 31, 2023, viz.**
  - i. Three similar completed works each costing not less than ₹19,52,000/- (40% of estimated cost)  
**OR**
  - ii. Two similar completed works each costing not less than ₹24,40,000/- (50% of estimated cost)  
**OR**
  - iii. One similar completed work costing not less than ₹39,04,000/- (80% of estimated cost)
- 2.5. The service provider should have their establishments/office in Mumbai / Navi Mumbai.
- 2.6. The service provider shall submit Audited Balance Sheets and **Profit and Loss Accounts of last three financial years ended March 31, 2023 (i.e. 2020-21, 2021-22 and 2022-23). The turnover of the service provider during the last three years taken individually shall not be less than the estimated cost of the work.**
- 2.7. The service provider shall submit valid Registration Certificate under Shops & Establishment Act.

- 2.8. The service provider shall submit valid certificate of registration issued by ESI Corporation.
- 2.9. The service provider shall submit valid certificate of registration issued by EPF Organization.
- 2.10. The service provider shall submit valid registration / licenses under applicable Contract Labour Laws.
- 2.11. The service provider shall submit the documentary evidence of deploying at least eight staff for similar nature of work (s) on any day during the last three years ended September 30, 2023, in Government Institutions / Bodies / Establishments (including their residential premises) or Reputed Firms / Institutions.
- 2.12. The service provider shall submit a **Banker's Certificate**, as per [Annexure – 1](#), from its banker for an amount of ₹48,80,000/-. The date of issue this certificate should not be older than September 30, 2023.
- 2.13. The bidder shall have a current account in scheduled Commercial Banks and should give an undertaking that they are ready to receive the payments through Electronic Modes of Payment.
- 2.14. The bidder should have their establishments / office in Mumbai / Navi Mumbai.
- 2.15. The bidder should be able to demonstrate that their existing business processes for recruitment/ medical fitness/ police verification of employees and statutory compliances is robust.
- 2.16. The bidder shall submit all relevant documents, reports and other particulars which are to be submitted along with the tender within the due date of submission of tender. However, the Bank reserves the right to ask for clarifications, certificates, reports or any other relevant information from any or all bidders, which shall form part of the eligibility criteria, even after the due date of submission of tender. The bidder shall submit the same within the timeframe specified by the Bank without which the Bank will be constrained to consider the bidder as ineligible.

### **3. INSTRUCTIONS TO BIDDERS FOR PARTICIPATING IN THE BID**

- 3.1. The bidders shall follow Minimum Wages Act and all other applicable laws, rules and regulations, statutory requirements.
- 3.2. **The bidders shall, besides accepting the Part - I (Techno-Commercial Bid) of the tender document in full, have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility as mentioned in QUALIFICATION CRITERIA FOR BIDDERS (Section II) and in the event of their failure to do so, the Bank reserves the right to reject their**

**tender.**

3.3. The bidders shall deposit Earnest Money Deposit (EMD) for an amount of ₹97,600/- in any one of the following methods,

i. By NEFT/RTGS to favoring RBI, Belapur.

Account Number: 186003001

IFSC: RBIS0NMPA01; (fifth and tenth character is ZERO).

Beneficiary Name: RBI Belapur.

**Or**

ii. By Demand Draft which is to be submitted in Original on or before the last date of submission of E-Tender.

**Or**

iii. By Bank Guarantee for Earnest Money Deposit as per [Annexure – 3](#), which is to be submitted in Original on or before the last date of submission of E-Tender.

The modes of submission of EMD by other than those means mentioned above will not be accepted by the Bank. Earnest Money Deposit by Demand Draft or Bank Guarantee shall be enclosed in a covering letter addressed to “The Chief General Manager, Reserve Bank of India, Sector – 10, Belapur, Navi Mumbai – 400 614” and should reach the Bank within the last date of submission of tender.

3.4. Any tender not accompanied by EMD for the said amount shall be summarily rejected. No exemption to MSME registered member shall be given for EMD.

3.5. EMD shall be forfeited if the bidder withdraws their bid (tender) during the period of tender validity or fails to execute the contract or accept the award of work.

3.6. Part-II (Financial Bid) of the tender should only contain the bidder’s quoted rates in the prescribed format of e-tender. The rates quoted shall be in rupees only.

3.7. Part I and Part-II of the tender shall be completed in all respects and electronically submitted by the bidder or their authorized representative.

**3.8. The bids (Part I and Part II) will be opened electronically on the specified dates as per the Bank’s procedures. The Part-II (Financial Bid) of only those bidders who qualify in the Techno-commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.**

3.9. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of three months from the date of opening of Part-I, the period of which may be further extended by the Bank upon agreement with the bidder(s). The bidder shall not cancel or withdraw the tender or change the quoted rates during the

validity of the tender.

- 3.10. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.
- 3.11. Conditional bids will also be summarily rejected.
- 3.12. **The Bank reserves the right to accept any tender and to reject any or all the tenders, without assigning any reason.**
- 3.13. The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.
- 3.14. The Bank may terminate the contract if it is found after award of the work that the Contractor is blacklisted during last three years by any of the Govt. Departments/Institutions /Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 3.15. **The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee for an amount equal to 5% of the value of the contract as per [Annexure-4](#) or fails to execute the agreement within specified period.**
- 3.16. The contractor shall obtain the medical verification done for its workforce (to be deployed for the purpose). The contractor shall also ensure that staff deployed in services is free from any contagious or communicable diseases and arrange their regular Health check-ups (Once a year). The cost of the regular health check-up is to be borne by the contractor and not by RBI. The documentary evidence in this regard will be required to be furnished to the Bank within a fortnight of employee commencing work.
- 3.17. The **Performance Bank Guarantee** as per [Annexure-4](#) given by the company/agency/firm shall be liable to be revoked, forfeited or appropriated in the event of unsatisfactory performance of the company/agency/firm or loss/damage, if any, sustained by the Reserve Bank of India, Belapur on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the company/agency/firm. The company/agency/firm shall have no objection to such appropriation.
- 3.18. The Performance Bank Guarantee should be valid up to the expiry of the contract and the period of claim shall be **valid till two months beyond the expiry of contract.**
- 3.19. All values to be quoted in the Financial Bid, are for 'Unit quantity' which shall be inclusive of all applicable taxes. However, GST at applicable rates (currently 18%)

will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time.

- 3.20. **Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e. effective from 1st April and 1st October every year, for 'Industrial Workers' – 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING .....' for 'Area B'. The 'Overall-in-charge / Supervisor' shall be considered under the category 'Semi-skilled/unskilled supervisory'; the '*Helper cum Housekeeper cum Attendants*' shall be considered under the category 'Unskilled' based on the nature of duties entrusted to them. The bidders shall keep in mind the latest wage structure while offering rates. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates taking into account the probable future revisions in wages.**
- 3.21. **The tenders of bidders who resort to irrational underquoting, whether intentionally or erroneously, of any components of financial bid shall be liable for disqualification and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder among the eligible bidders. The Bank may seek their rate analysis / breakup and comments within a time frame specified by the Bank. However, the overall contract amount, if found insufficient even to pay for the minimum wages for the employee category and associated statutory components shall be summarily rejected and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder among the eligible bidders. The decision of the Bank regarding such disqualification are binding on the bidders and shall be final.**
- 3.22. The tenders shall be rejected outright without opening its Part II, if the client reports from organizations in which the tenderers have provided similar services is found to be unsatisfactory. The tenders shall also be rejected outright without opening its Part II, if the feedback or performance report forwarded by any of the Offices / Branches / Departments of the Bank is found to be unsatisfactory.
- 3.23. The Bank will award the contract to the bidder who has been found 'eligible and qualified' to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document, and such bidder will be called 'Successful bidder'.
- 3.24. The Bank will communicate to the successful bidder through a letter, the award of work and only when such communication is sent, one can treat that a decision has been made by the Bank with respect to the award of contract.
- 3.25. The successful bidder will be required to execute an agreement, the draft of which

is mentioned in [Annexure - 2](#) within a period of two weeks from the date of issue of Letter of Award or the date of commencement of work, whichever is earlier. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give such bidders a seven days' notice to show cause (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person / agency / company. The decision of Chief General Manager, RBI, Belapur shall be final in this regard.

- 3.26. The Contract shall come into full force and effect on the date mentioned in the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- 3.27. The tender submitted on behalf of a company/agency/firm shall be signed by all the partners of the company/agency/firm or a partner who has the necessary authority on behalf of the company/agency/firm to enter into the proposed contract failing which the tender may be rejected.
- 3.28. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee as per [Annexure - 4](#) and executes contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the validity of tender.
- 3.29. Before submitting the tender, the bidder may go through the general terms and conditions, scope of work and all other instructions on which the work will be awarded by the Bank and required to be executed by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- 3.30. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and revoke Bank

Guarantee submitted.

- 3.31. The Chief General Manager, Reserve Bank of India, Belapur reserves the right to accept or reject any or all tenders without assigning any reason what so ever and their decision will be binding on all the parties.



## Section II

### **1. SCOPE OF WORK**

#### **1.1 Description of Work:**

E - Tenders are invited by the Chief General Manager, Reserve Bank of India, Protocol and Security Establishment, HRMD, CBD Belapur, Navi Mumbai-400 614 from the eligible contractors for housekeeping services under “Comprehensive Annual Rate Maintenance Contract (CAMC)” at the Bank’s Office Premises at Kharghar, Navi Mumbai for the period from April 01, 2024 to March 31, 2025.

**The period of this contract for this year is from April 01, 2024 to March 31, 2025 .**The contract is renewable for 2025-26 and 2026-27 subject to the satisfactory performance of the contractor during 2024 – 2025 and other terms and conditions detailed in the tender document. The renewed rates shall be arrived based on consumer price index and minimum wages fixed by the Govt. of India and higher of the two would be considered for fixing the charges for the next year.

The new contract amount based on consumer price index will be arrived as per the Price Index of the RBI bulletin as given below:

CCA: Current Contract Amount

NCA: New Contract Amount

$NCA = CCA + ((CPI_C - CPI_P) / CPI_P) \times CCA$

CPI<sub>C</sub>- Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPI<sub>P</sub>- Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

The new contract amount based on minimum wages will be arrived as given below:

CCA: Current Contract Amount

NCA: New Contract Amount

$NCA = CCA + ((MWC - MWP) / MWP) \times CCA$

MWC- Minimum Wages for required number of workers at commencement date of contract for the current year

MWP- Minimum Wages for required number of workers at the commencement date of contract for the previous year

The scope of proposed work shall be as per the schedule of quantities and specifications given in this tender document. The major head of items of works covered are Services to be provided under housekeeping nature at Bank’s premises at Reserve Bank of India, Kharghar.

**1.2** It is not the intent to specify completely herein all details of work covered under this enquiry. Scope of work may also include such other related works as indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Bank and as directed hereunder. All works shall confirm in all respects to high standards of workmanship and shall, fulfill the anticipated performance during the CONTRACTOR’s guarantee period in a manner acceptable to the Bank as specified

hereunder.

**1.3** Various works covered in this specification shall include furnishing of all materials, labour, tools, plants and equipment, transportation, supervision and execution as per schedule of quantities, specifications, all type of taxes etc. as provided herein and as directed by the Bank.

**1.4** The contractor shall

- (i) Supply identity cards to his/her employees or agents who shall be doing the subject job at all the properties. All the employees and agents should bear the identity card for all the times they are working in the said properties.
- (ii) Provide distinct uniforms to his/her employees or agents different from the Bank's employees. The uniform should have "HOUSEKEEPER" or "SUPERVISOR" stitched or embroidered on the jacket/shirt as the case may be and also logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.
- (iii) Obtain Police Verification of all his/her employees or agents who shall be working in Bank's office premises.

Scope of work will be as per the detailed items, schedule of quantities, to be read in conjunction with provisions in other relevant sections of this document. Primarily, the Housekeeping Services shall be provided and other works incidental to these services shall be carried out at:

**(A) Office Premises, Kharghar areas in which Housekeeping and Hospitality AMC services are to be provided**

**(Twelve workers and one supervisor)**

1	Location	:	Bank's office premises at Plot no. 7, Sector – 7, Rain Tree Marg, Kharghar Navi Mumbai – 410210 (Approx. area 36,300 Sq. Ft.)
2	Manpower Requirement	:	Manpower of 12 cleaning workers in unskilled category (10 male and 2 female) and 01 supervisor (skilled) are required for the work on a daily basis.
	Necessary Qualifications	:	Supervisor (skilled) – 12 <sup>th</sup> with Diploma in Facility management or Graduation from recognized university.  Workmen (un-skilled) – Minimum 8 <sup>th</sup> pass with 5 years of housekeeping work experience.  Contractor shall submit copy of PF statements as proof of experience of all workers.
3	Working hours	:	Eight hours in a single shift (including 30 min lunchbreak)  Duty hours will be staggered including night shift depending upon bank's requirement.

4	Periodicity of various housekeeping activities		
a	Cleaning of Washrooms, Pantries	:	<p>The washrooms/lobbies should be cleaned minimum of 6 times or more a day based on its usage level/location by putting naphthalene balls / phenyl in all the urinals and air purifiers in the toilets. Platform and toilet pots, seats/urinal pots, sink, wash basins, tiles, racks, glass mirrors, door handles, knobs, water taps, pillar cocks etc. shall be cleaned as frequently as required and collecting/disposing of garbage Separately for wet and dry collected from all rooms. Thorough sweeping, washing, mopping and scrubbing the floors and wall dado, plumbing and sanitary fittings &amp; fixtures, glazed ventilators, etc. inside the toilets shall be done as frequently as required and / or directed by the supervising Officer of Primary Data Center. Cleaning of accessories provided in the washrooms like buckets/mugs/soap cases etc. shall also be done as frequently as required and / or directed by the supervising Officer of Primary Data Center.</p> <p>A cleaning frequency chart, in a duly approved format should be prepared by the contractor and to be placed behind the doors of all washroom. It will be the responsibility of the contractor to obtain the signature of caretaker on daily bases and once in a month from the supervising officer certifying that cleaning of washrooms have been carried out satisfactorily. The said charts should be submitted along with monthly bills.</p> <p>Care shall be taken not to throw / splash water on sensor based plumbing fixtures, like auto-flush for urinals and pillar taps to Wash Hand Basins. In case of damage due to negligence of the housekeeper, the cost of replacement will be borne by the contractor at Bank's sole discretion.</p>
b	Cleaning of Main Entrance and peripheral area.		<p>Desks of workstation should be cleaned on daily basis. Thorough sweeping and moping must be done using cleaning material.</p> <p>Sweeping and cleaning of areas including roads, pathways, parking sheds, security watch posts, panel rooms in the premises, the road leading from main gate to PDC office building and other establishments in the premises.</p>
c	Cleaning of Fans, lighting fixtures exhaust fans etc.	:	Cleaning of fans/lighting fixtures Once in a month to the entire satisfaction of the supervising Officer of Primary Data Center.
d	Cleaning of walls and ceilings and inaccessible spots to	:	Deep cleaning Once in a month to the entire satisfaction of the supervising Officer of Primary Data Center.

	free the same of cobwebs, dirt, stains, etc.		
e	Cleaning of windows, windowpanes, grills, doors, ventilators etc.	:	Deep cleaning Once in a month to the entire satisfaction of the supervising Officer of Primary Data Center.
f	Providing and refilling of Hand wash Liquid soap, spraying air fresheners, etc.	:	As frequently as required and instructed by the supervising Officer of Primary Data Center, but at-least once every day.
g	Checking the things for working order	:	Daily checking shall be done in order to ensure that all the equipment in the toilets like Taps / Sinks / Geyser / Flush / Shower / Soap container etc. are in working condition. If not then, the position shall be reported to the supervising Officer of Primary Data Center. Complaints regarding civil, electrical, plumbing etc. observed in the toilets, washrooms etc. must be resolved on the same day. A record of all the works carried out during the day and having got the same checked by the supervising Officer of Primary Data Center on day-to-day basis, shall be maintained by the contractor's supervisor. Such record shall have to be submitted with the monthly bills by the contractor.
h	Deep Cleaning / washing of entire office, peripheral area etc.		Once in a month (on any Saturday) by manual and mechanical means using liquid soap / liquid floor cleaner etc.
5. Additional services			
Cleaning of carpeted / non-carpeted office areas, dusting of workstations, tables, chairs and other furniture, etc. of entire office.			<p>Daily basis and instructed by the supervising Officer of Primary Data Center.</p> <p>In respect of para (b to f and h) a monthly work sheet in an approved format should be prepared by the contractor. It will be the responsibility of the contract to obtain the signature of caretaker on daily bases or as and when work is carried out and once in a month from the supervising of officer DIT, CO certifying that work is carried out satisfactorily. The said work sheet should be submitted along with monthly bills.</p>
Serving of drinking water, tea / coffee in meetings, to guests and Bank's officials. (To be supplied by the Bank)			Drinking water, tea / coffee in meetings, to guests and Bank's officials shall be served as many times as required daily.
Operation / preparation of tea / coffee & machine			As many times as required throughout the day.
Movement of materials on receipt of delivery			As many times as required throughout the day.

Proper ordering in storeroom	As many times as required throughout the day.
Proper ordering in office space	As many times as required throughout the day.
Office attendant's work such as receipt / delivery of letters / DAK / notes etc. through Delivery Book to sections / departments within DIT, Central Office at Belapur and Kharghar as also from DIT, Central Office to Belapur Office	As many times as required throughout the day.

In respect of para (b to e and g) a monthly work sheet in an approved format should be prepared by the contractor. It will be the responsibility of the contractor to obtain the signature of caretaker on daily bases or as and when work is carried out and once in a month from the supervising officer certifying that work is carried out satisfactorily. The said work sheet should be submitted along with monthly bills.

In respect of para (b to e and g) a monthly work sheet in an approved format should be prepared by the contractor. It will be the responsibility of the contract to obtain the signature of caretaker on daily bases or as and when work is carried out and once in a month from the supervising officer certifying that work is carried out satisfactorily. The said work sheet should be submitted along with monthly bills.

**Note :** In addition to above day to day cleaning works, following deep cleaning works are to be carried out through these ten workers mentioned at above by using required cleaning materials, manually and using scrubber machines and will be supervised by the supervisor as mentioned at item 1 above.

Sr. No.	Location	Periodicity.
1	Deep Cleaning of Store and Dining areas.	Once in Fortnight (Twice a month on alternate Saturday)
2	Deep Cleaning of Entire Periphery of PDC Kharghar office building and entire peripheral area.	Once in a Month. (On Saturday)

### Section III

#### General Rules and Instructions to the Bidders

1.	Bids in Two bid system	
	The tender in two parts (Part I comprising of duly filled tender part I, complete pre qualifications criteria, EMD, details, literature etc. and Part II comprising of duly filled-in tender part II) should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid on line (as specified in schedule 'F'). Tender inviting authority and Name of work, office are specified in schedule 'E'. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever.	
	Bids shall be submitted online only and those received in physical form, and those received late will not be entertained	
2.	The intending bidders are advised to follow the important instructions of e-Tender specified in Schedule 'F' and must have valid class III digital signature to submit the bid.	
3.	Documents Comprising Tender/ Bid	
	Part I: (Techno-Commercial Bid)	
	i)	Form of Tender/Bid
	ii)	e-tender transaction fee shall be paid as specified in schedule 'F'
	iii)	Earnest Money Deposit (EMD)/Bid Security in approved format as specified in <a href="#">Annex – 3</a> .
	iii)	Power of Attorney (as per proforma annexed hereto) in favor of person signing the Bid
	iv)	Duly filled-in and digitally signed tender document consisting of:
	a)	Entire Tender Document Section I to Section IX
	b)	All formats annexed hereto duly filled-in along with relevant documents
	Part II: (Price Bid)	
	Schedule of Quantities, duly filled-in online.	
4.	Pre-bid meeting shall be held at 3 .00 P.M. on December 14, 2023 at HRMD, Second Floor, Main Office Building, Sector – 10, CBD Belapur, Navi Mumbai.	

	<p>If the bidder shall have any doubt as to the meaning of any portion general rules and instructions to bidders, general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre clarification. In order to explain the scope of work, other details and to clarify any issues / queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in Schedule of Tender.</p>	
5.	<p>The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.</p>	
6	Amendment to Tender document	
	i)	At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and will be uploaded on website.
	ii)	The said amendment in the form of the addendum / corrigendum will be made available on website of RBI to all the prospective bidders to whom the tender documents issued online and this communication will be in writing and same shall be binding on the bidders. The prospective bidders should promptly acknowledge receipt of the addendum / corrigendum by fax/courier/e-mail to RBI. The addendum (s), if any, issued will form part of the contract document.
	iii)	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.
7	Item Rate Tender	
	<p>The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. Rates quoted shall remain firm for a variation of plus (+) or minus (-) 25% of the specified quantities of each item in the Schedule of Quantity.</p>	
8	Preparation of bid and Cost of bidding	



	i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
	ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
9	Format to be used	
	The bidder must fill up and submit only the tender forms/formats issued (online) by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.	
10	Filling of Rates	
	i)	Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.
	ii)	In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.
	iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
11	Earnest Money Deposit (EMD) / Bid security	
	i)	The bidders are required to submit Earnest Money Deposit (EMD) / Bid Security for an amount and in the manner as specified in Schedule 'E'.
	ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.
	iii)	The Earnest Money Deposit paid by the successful bidder will be released after award of work on submission of Performance Bank Guarantee. No interest shall be paid on the said deposit.
12	Signing of Bid, Power of Attorney	



	i)	Each of the tender documents should be digitally signed as per instruction of e-tender specified in Schedule 'F' hereto by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.
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	ii)	The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender specified in Schedule 'F', it must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.
	iii)	Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him to sign the Bid documents, make corrections / modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.
13	Modification / substitution / Withdrawal of Bids	
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
	iii)	Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"
14	Bid Due Date	
	Bids should be submitted online as specified in instructions to e-Tender on or before the stipulated time and date as specified in Schedule 'E'.	
	Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
15	Late bids	
	No bid will be received after the due date/last date and time specified for submission of bids in schedule 'E' or after the extended Bid due date. If any.	
16	Opening of Bids	
	Duly filled tender Part I, accompanied by EMD, prequalification (eligibility) criteria, technical details, literature etc., called Part I of the tender, will be opened on e-Tender mode on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' or his authorized representative in the presence of authorized representatives of the bidders who choose to be present.	
	Duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification( eligibility) criteria, only will be opened on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' in presence of the authorized representatives of the qualified bidders.	
17	Bid Validity	

	Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.	
18	Clarification & Evaluation of Bids	
	RBI would subsequently examine and evaluate bids as below:	
	i)	Only those tenders, which meet the minimum prequalification criteria set out in this tender, shall be processed further. After verification of the correctness/legality and adequacy of the information and supporting documents furnished and considering firms financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and Price Bids of only those Bidders who are technically qualified as per part I of tender shall be opened.
	ii)	The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
	iii)	Rates quoted for each item shall be considered during verification/ scrutiny.
	iv)	If the rates written in figures and in words do not tally, then the rates quoted by the
		contractor in words shall be taken as correct.
	v)	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
	vi)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
	vii)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
	viii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
	ix)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
19	Acceptance of Tender and Award of Work	

	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.	
20	Performance Bank Guarantee (Security Deposit)	
	The Contractor whose tender is accepted, will be required to furnish performance Bank guarantee of 5% (Five Percent) of the contract amount within the period specified in Schedule 'E'. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.	
21	Security Deposit	
	i)	The Performance Bank Guarantee under para 20 above, shall be treated as security for the due fulfillment of the contract by the Contractor. This total amount (Performance Bank Guarantee + Earnest Money Deposit) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release the Performance Bank Guarantee after completion of work. The amounts retained by the RBI shall not bear any interest.
	ii)	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.
	iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
22	Taxes / Duties / Levies	
	i)	Goods and service tax (GST), purchase tax, turnover tax, Excise duty or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.
23	Period for execution of Work	
	Periodicity for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the Contractor and it shall be reckoned from the date of the written work order.	
24	Work Programme	
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The bidder shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Caretaker/maintenance cell of P. & S. E.	

	Cell / Protocol and Security Officer.
25	RBI\Employer's right to accept or reject any or all the bids Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders. The RBI/Employer shall not assign any reason for rejection of any or all Bids.

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

Place  
Date

Signature of bidder

## Section IV

### General Conditions of the Contract

Definitions	1.	The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Employer and the Contractor, together with the documents referred to therein including the General Conditions, Special Conditions, General rules and instructions to bidders, the correspondences exchanged and instructions issued from time to time by the Bank. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
	i)	The expression works or work shall, unless there be something either in the subject or context repugnant to such work taken up to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional, as defined in Schedule 'F'
	ii)	The Site shall mean the places on, into or through which work is to be executed under the contract including any building and erections thereon or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract, as defined in Schedule 'F'.
	iii)	Employer shall mean The Reserve Bank of India (as mentioned in schedule 'E') and shall include its assignees and successors
	iv)	RBI shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Offices at various places.
	v)	Tender document shall mean document named as such issued / uploaded by the Employer to the bidders for inviting Bids for the Project / work.
	vi)	Day shall mean Calendar day
	vii)	Working day shall mean The days when Employer's office is working i.e. Days excluding Public holidays, Saturdays and Sundays
	viii)	Month shall mean the calendar month.
	ix)	Year shall mean Calendar Year
	x)	Bidder (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.

		xi)	The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
		xii)	Sub-Contractor means the person or persons, firm or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer
		xiii)	The Officer -in-charge means the Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work.
		xiv)	The Authorized representatives of the Bank Manager / AM / Care taker means the officers / staff employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work.
		xv)	Contract Price or Contract Amount shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Employer and indicated in the letter of award of work.
		xvi)	Contract Period shall mean the period specified in the tender document for execution of the contract / completion of the work, including any authorized extended period by the Employer.
		xvii)	Contract Agreement shall mean the agreement signed between the Contractor and the Employer for the execution of the work.
		xviii)	Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and / or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.
		xix)	Act of Insolvency shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
		xx)	Manufacturer refers to a person or firm who is the producer and furnisher of the material.

		xxi)	Contractor's Works or Manufacturer's Works shall mean and include the land and other places which are used by the CONTRACTOR / SUB- CONTRACTOR for the manufacture of "items" or performing the "Works".
		xxii)	Market Rate shall be the rate as decided by the Officer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'E' to cover all overheads and profits.
		xxiii)	Net Rate / Price - If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
Scope and performance	3.		Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4.		Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5.		The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents, together with all information as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.



Works to be carried out	6.	<p>The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Officer-in-Charge who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p>
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		<p>The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Officer-in-Charge. The Officer-in-Charge may in his absolute discretion and from time to time issue further instructions, detailed directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to :</p> <ul style="list-style-type: none"> <li>a) The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.</li> <li>b) Any discrepancy in the Schedule of Quantities or specification.</li> <li>c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor.</li> <li>d) The removal and / or re-execution of any material / works executed by the Contractor but not fulfilling the tender specifications.</li> <li>e) The dismissal from the works of any persons employed by the contractor thereupon.</li> <li>f) The opening up for inspection of any work covered up.</li> <li>g) The amending and making good of any defects noticed and reported during Defect Liability Period.</li> </ul> <p>The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Officer-in-Charge shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/ disapproved by the Officer-in-charge in writing within a further period of seven days, such shall be deemed to be Employer's Instructions within the scope of the Contract.</p>
Sufficiency of Tender	7.	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
Discrepancies and Adjustment of Errors (order of preference)	8.	The several documents forming the Contract are to be taken as mutually explanatory of one another and special conditions in preference to General Conditions.
	8.1	In the case of discrepancy between the schedule of Quantities, the Specifications the following order of preference shall be observed: -
	i)	Description of Schedule of Quantities.

		ii)	Particular Specification and Special Condition, if any.
		iii)	Materials
		iv)	General Specifications.
		v)	Indian Standard Specifications of B.I.S
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.	
	8.3	If there is a discrepancy between item and description, the latter shall be followed.	
	8.4	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with standard method. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.	
Signing Contract	of 9.	The successful tenderer / contractor, on acceptance of his tender by the Employer, shall, within 14 days from the stipulated date of start of the work, sign the contract consisting of:-	
		i)	Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer)
		ii)	The notice inviting tender, all the documents including schedule of quantity, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the contractor.	

## CLAUSES OF CONTRACT

	CLAUSE 1	
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Contract amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Officer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Officer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank / Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.
	ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 30 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Officer-in-charge, the performance guarantee shall be returned to the contractor, without any interest.
	iii)	The Officer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :
		a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer-in-Charge may claim the full amount of the Performance Guarantee.
		b) Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Officer-in-Charge.
	iv)	In the event of the contract being determined or rescinded under provision of any of the Clause /Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

	CLAUSE 1 A	
Recovery from Security Deposit (Performance Bank Guarantee)	i)	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof.
	ii)	The security deposit above can be released against bank guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank guarantee is equal to security deposit amount which shall be initially valid till end of contract period + 60 days.
	CLAUSE 2	
Compensation for violation.	i)	A penalty of Rs. 1,000.00 shall be levied for not carrying out/ below-standard carrying out of any work, violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated. In case of non-attendance or non-timely attendance or below-standard carrying out of any work by the contractor, in addition to the penalty the Bank shall get the work satisfactorily carried out through its other agencies at the risk and cost of the contractor.
	ii)	Apart from making payments to the other agencies from the dues of the contractor, the Bank shall also levy a penalty of 15% of all such payments made to other agencies. Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in leased flats.
	CLAUSE 3	
When Contract can be Determined		Subject to other provisions contained in this clause, the Officer - in- Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract

	ii)	If the contractor having been given by the Officer-in-Charge a notice in writing to rectify, replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Officer-in-charge that the same were condemned and rejected by him under these conditions .
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Officer-in- charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Officer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Officer-in-Charge.
	iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Officer -in-Charge.
	v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and / or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-Charge.
	vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer
	vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Officer-in-Charge.
	viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non - bonafide methods of competitive tendering or commits breach of Integrity Agreement.

	ix)	If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Officer-in-charge that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Officer-in-charge.
	x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
	xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder
	xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
	xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer - in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Officer-in-Charge on behalf of the Employer shall have powers:

		a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Officer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
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		<p>b) After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Officer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, and materials lying upon the premises and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials for the works. When the works shall be completed or as soon thereafter as convenient the Employer shall give a notice in writing to the Contractor to remove his surplus materials and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any,</p>
		<p>owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Officer-in-charge shall be final and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer.</p>
		<p>In the event of above courses being adopted by the Officer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>

	CLAUSE 3A	
	a)	In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract.
	b)	If the payment of the amount payable by the Employer under Certificate of the Officer-in-charge shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Officer-in-charge or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Officer-in-charge and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.
	c)	In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:
	i)	If the Contract price of work is up to Rs. 50 lakh: 15 days.
	ii)	If the Contract price of work exceeds Rs. 50 lakh: 30 days.
	d)	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of Rs. 10 lakh.

	CLAUSE 3B	
Termination of Contract in case of death of Contractor	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 any liability for such termination and compensation to the contractor.	
	CLAUSE 4	
Contractor liable to pay Compensation even if action not taken under Clause 3		In any case in which any of the powers conferred upon the Officer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Officer-in- Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Officer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Officer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Officer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Officer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Officer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
	CLAUSE 5	
Timely execution of the work.		The time allowed for execution of the Works as specified in the Schedule in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

	5.1	PROGRAMME CHART	
	i)	The Contractor shall prepare a detailed work programme for the execution of work, showing clearly all activities as per schedule, within the stipulated period or earlier and submit the same for approval to the Officer-in- Charge within four days of award of the contract.	
	ii)	The programme should include the following:	
		a)	Descriptive note explaining sequence of the various activities.
		b)	Day wise schedule.
	iii)	If at any time, it appears to the Officer-in-Charge that the actual progress of work does not conform to the approved programme referred above, on his instructions, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work.	
	5.2)	If the work(s) be delayed by:-	
	i)	force majeure, or	
	ii)	abnormally bad weather, or	
	iii)	serious loss or damage by fire, or	
	iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or	
	v)	delay on the part of other contractors or tradesmen engaged by Officer-in- Charge in executing work not forming part of the Contract, or	
	vi)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or	
	viii)	any other cause which, in the absolute discretion of the Officer-in-Charge is beyond the Contractor's control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer-in-Charge to proceed with the works.	
	5.3)	Request for extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.	

	5.4)	In such case, the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the authority in writing.
	CLAUSE 6	
Contractor to Keep Site Clean		The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Officer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Officer-in-Charge shall give ten days' notice in writing to the contractor.
	CLAUSE 7	
Payment of Bill	i)	The contractor shall make payments to the workers as per the Contract Labour Act and Minimum wages act , once a month on a specified date regularly and submit Bank Statement/Proof of Payment along with the bill, for the next month.
	ii)	Payment of the bills will be made on monthly basis. The bill must contain attendance roll of the workers engaged, detail record of the maintenance job carried out by the contractor and materials consumed in AMC work during the month. A copy each of the pay-slips and documentary evidence of having paid to the worker (wages, PF, ESIC, etc.) as per the Central Govt. contract labour act, of all the workmen deployed during the month shall be enclosed with every bill raised by the contractor. The job card in respect of the work done will have to be authenticated by the officials in charge of the work. In case of works done in office premises, the job cards shall be authenticated by the officer in charge of Primary Data center. In case of the works which are carried out in other establishments, the concerned officials shall have to authenticate the job cards. The attendance roll of the workers engaged shall be authenticated by the Bank's Caretaker/maintenance cell of P. & S. E. Cell concerned and shall be countersigned by the supervising Officer of Primary Data Center concerned. The quality, accepted rates, specifications, timeliness or otherwise of completion of a job, penalty for delayed completion of the work done, etc. shall be also be certified by the supervising Officer of Primary Data Center concerned and shall be countersigned by the officer supervising his works. Upon due certification only the bill shall be processed for making payments.
	iii)	The contractor shall compulsorily issue the salary slip to their housekeeping personnel. A tentative format is as under:

		Sr. No.	Name of Employee's Month	Designation	
			SALARY STATEMENT	No. of Days/Duties present:- ESI No. PF No.	
			Payable paid		
		1	BASIC	DEDUCTIONS AMOUNT	
		2	BONUS ( 8.33% of Basic + VDA)	EPF ( 18 % upto Rs 1800)	
		3	HRA ( 24% of Basic + VDA)	ESI (3.25%)	
		4	GRATUITY	SECURITY DEPOSIT TOTAL DEDUCTION:	
		5	OTHERS ALLOW.		
		6	ADD. ALLOW/LATE DUTY		
			GROSS WAGES		
		7	OT		
			GROSS WAGES + OT		
			DEDUCTIONS (TAXES AND ANY OTHER CHARGES)		
			NET PAYABLE (Rs.)		
		<p>All the components of the salary slip including bonus shall be monthly paid to workmen deployed at the bank.</p> <p>Any future increase or decrease in these statutory rates like Minimum Wage, VDA, EPF and ESI will be binding on both the parties and will be paid by the Bank accordingly. No item in table above other than Basic + Revised VDA and statutory requirements like EPF and ESI shall not be revised by the bank post increase in minimum wages by Ministry of Labor and shall be borne by the contractor. Invoice according to the revised amount will be paid by the bank but shall be payable by the contractor to its employees in the same month.</p>			
CLAUSE 8					
Payment of Contractor's Bills through electronic means	i)	<p>Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Bank;</p> <p>(1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format</p> <p>While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.</p>			
CLAUSE 9					
Materials to be provided by	i)	<p>The contractor shall, at his own expense, provide all materials, required for the works. At least 25% of the monthly consumption of all the materials shall always be maintained at site by the</p>			

the Contractor		contractor.
	ii)	The contractor shall, at his own expense and without delay, supply to the Bank samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Officer-in- Charge furnish proof, to the satisfaction of the Officer-in-Charge that the materials so comply. The Officer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Officer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the officer-in-Charge shall be issued after the test results are received.
	iii)	The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Officer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
	iv)	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Officer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the officer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Officer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or / and other places where work is being prepared or from where materials are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship.



	v)	The Officer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Officer- in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Officer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Officer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
Work to be Executed in Accordance with Specifications, Orders etc.	CLAUSE 10	
	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the instructions in writing in respect of the work signed by the Officer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.



	ii)	In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Officer-in-Charge.
	iii)	The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including supervision of all works, and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works.
Action in Case Work not done as per Specifications / scope of work	CLAUSE 10 A	
	i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Officer-in-charge, his authorized subordinates in charge of the work and all the officers of the Employer and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
	ii)	If it shall appear to the Officer-in-charge or his authorized representatives or to the Superior Officers of the employer or the officers of the organization engaged by the Employer for Quality Assurance, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, after completion of the work, from the Officer-in- Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and re do the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of him failing to do so within a period specified by the Officer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under

		clause 2 of the contract (for non-completion of the work in time) for this default.
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Foreclosure of contract due to Abandonment or Reduction in Scope of Work	CLAUSE 11	
	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	
	The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Officer-in- Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;	
	i)	Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Officer-in- Charge shall be paid. The cost shall, however, taken into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
	The contractor shall, if required by the Officer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.	
Carrying out part work at risk & cost of contractor	CLAUSE 12	
	If contractor:	
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Officer-in-Charge; or
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Officer-in-Charge; or
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Officer-in-Charge.

	<p>The Officer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:</p> <table border="1" data-bbox="459 331 1517 517"> <tr> <td data-bbox="459 331 549 421">a)</td><td data-bbox="549 331 1517 421">Take possession of the site and any materials, implements, stores, etc., thereon; and/or</td></tr> <tr> <td data-bbox="459 421 549 517">b)</td><td data-bbox="549 421 1517 517">Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</td></tr> </table> <p>The Officer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work / part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor.</p>	a)	Take possession of the site and any materials, implements, stores, etc., thereon; and/or	b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
a)	Take possession of the site and any materials, implements, stores, etc., thereon; and/or				
b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.				
	<p>The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.</p> <p>In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Officer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>Any excess expenditure incurred or to be incurred by Employer in completing the part work / part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p>				
	<p>If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Officer-in-Charge shall have the right to sell any or all of the contractors' unused materials kept at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.</p>				

	In the event of above course being adopted by the Officer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.		
Suspension of Work	CLAUSE 13		
	i)	The contractor shall, on receipt of the order in writing of the Officer- in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the officer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:	
		a)	on account of any default on the part of the contractor or;
		b)	for proper execution of the works or part thereof for reasons other than the default of the contractor; or
		c)	for safety of the works or part thereof.
			The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Officer-in- Charge.
	ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:	
		a)	the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
		b)	If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Officer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Officer-in-Charge within fifteen days of the expiry of the period of 30 days.

	iii)	<p>If the works or part thereof is suspended on the orders of the Officer- in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Officer-in-Charge requiring permission within fifteen days from receipt by the Officer- in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Officer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Officer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Officer-in-Charge within 30 days of the expiry of the period of 3 months.</p>
All relevant Statutory Laws to be complied by the Contractor	CLAUSE 14	
	i)	<p>The contractor shall obtain a valid licence under the Contract Labour (R&amp;A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central Govt.) Rules, 1950.</p>
	ii)	<p>The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment &amp; Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p>
	iii)	<p>The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.</p>
	iv)	<p>The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.</p>

	v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
Payment of wages:	CLAUSE 14 A	
	i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
	iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Central Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	iv)	a) The Officer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
		b) Under the provision of Minimum Wages (Central Govt.) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Officer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any



		money due to the contractor.
	v)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
	vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
	vii)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.
	<b>CLAUSE 14 B</b> In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his	
	own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.	
	<b>CLAUSE 14 C</b> The decision of the Employer shall be final in deducting from any bill due to the contractor, the amount levied as fine if any by relevant statutory Authorities and be binding on the contractor.	
	<b>CLAUSE 14 D</b> In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Central Government from time to time for the protection of health and sanitary arrangements for workers employed by him/her.	
	<b>CLAUSE 14 E</b> The Officer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or execution works etc. where the labour have an easy access to the individual departments, the contractor shall issue identity cards to the labours, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.	
	<b>CLAUSE 14 F</b> i) The Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before execution and handing over.	



Ensuring Payment and Amenities to Workers if Contractor fails	<p>CLAUSE 14 G</p> <p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Central Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.</p>			
Authorities and Notices	CLAUSE 15			
	<table border="1"> <tr> <td data-bbox="454 1093 528 1581">(i)</td><td data-bbox="528 1093 1509 1581"> <p>The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p> </td></tr> <tr> <td data-bbox="454 1581 528 1812">(ii)</td><td data-bbox="528 1581 1509 1812"> <p>The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p> </td></tr> </table>	(i)	<p>The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p>	(ii)
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	CLAUSE 16			

Work not to be sublet. Action in case of insolvency	<p>The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.</p> <p>And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Officer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>
Recovery of Compensation paid to Workme	<p>CLAUSE 17</p> <p>In every case in which by virtue of the provisions of the Workmen's compensation Act, 1923, or any statutory modification or re-enactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.</p>
Changes in firm's Constitution to be intimated	<p>CLAUSE 18</p> <p>Where the contractor is a partnership firm, the previous approval in writing of the Officer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor.</p>
Contractor to Supply Material, Equipment,	<p>CLAUSE 19</p> <p>The contractor shall arrange at his own expense all materials including consumables, all tools, plant, machinery and In addition to this, appliances,</p>

Tools & Plants etc.	implements, other plants, ladders, tackle, scaffolding required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Officer-in- Charge as to any matter as to which under these conditions he is entitled to be	
	satisfied or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.	
	CLAUSE 20	
Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:	
	i)	The decision, opinion, direction, certificate of payment issued by the Officer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.
	ii)	All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.

	<p>iii) But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three person's names and forward to the contractor to select one among them as arbitrator.</p> <p>The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision. The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be as specified in Schedule 'E'.</p>
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Contractor to indemnify Employer against Patent Rights	<p><b>CLAUSE 21</b></p> <p>The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.</p>	
Lumpsum Provisions in Tender	<p><b>CLAUSE 22</b></p> <p>When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Officer-in-Charge payable of measurement, the Officer-in-Charge may at his discretion pay the lump- sum amount entered in the estimate, and the certificate in writing of the Officer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.</p>	
Nominated Sub-Contractors	<p><b>CLAUSE 23</b></p> <p>(i) All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Officer-in- charge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.</p>	
	<p>(ii) No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into a Contract provided:</p>	

		a)	That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub- Contract as the Contractor is under in respect of this contract.
		b)	That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
		c)	Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Officer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Officer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Officer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub- Contractor.
Withholding and lien in respect of sum due from contractor	CLAUSE 24		
	i)		Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim.

		<p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is</p>
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		a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.
	ii)	Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.
Lien in respect of claims in other Contracts	<p>CLAUSE 24A</p> <p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>	
Return of	CLAUSE 25	



Surplus  
materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Employer by purchases made under orders or permits or licenses issued by Central Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose them off without the written permission of the Employer and return it to Employer, if required by the Employer. All surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Officer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of GST and other such levies paid by Contractor in respect thereof.

	The decision of the Officer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.	
Water and Electric power supply for work	CLAUSE 26	
	Bank will make available water and electricity power supply required at one point free of charge. Contractor shall make their own arrangement for further extension of connection if any with safety fixtures and nothing extra will be paid for the same.	
Employer's water supply, if available	CLAUSE 27	
	Water if available may be supplied to the contractor by the Employer at free of cost subject to the following conditions: -	
	i)	The Employer do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his / their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
Insurance in respect of damages to Persons and Property	CLAUSE 28	
		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 responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other 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.
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		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.
		<p>The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.</p> <p>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 at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.</p> <p>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.</p>
		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.
		<p>The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.</p> <p>Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.</p>

	<p>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.</p> <p>The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Officer-in-charge 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.</p> <p>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.</p>
	<p>CLAUSE 29</p>
Employment of	Contractor's Superintendence, Supervision, Staff & Employees

Staff and employees	i)	<p>The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the contract.</p> <p>The representative and other representative(s) shall be present at the site of work for supervision at all times when any work is in progress and also present himself / themselves, as required, to the Officer-in-Charge and / or his designated representative to take instructions. Instructions given to the representative or other representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal representative and other representative(s) shall be actually available at site fully during all stages of work, and whenever so required by the Officer-in-Charge and shall also note down instructions conveyed by the Officer-in-Charge or his designated representative(s). The representative(s) and substitute shall look after any other work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.</p>
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	ii)	<p>The contractor shall provide and employ on the site only such assistants as are skilled and experienced in their respective fields and such supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p>
	iii)	<p>The Officer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Bank to be undesirable. Such person shall not be employed again at works site without the written permission of the Officer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.</p>
	iv)	<p>The contractor shall arrange for police verification of the staff and labours before commencement of the work at his own cost.</p>

v)	v)	<p>LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED</p> <ol style="list-style-type: none"> <li>1. Willful insubordination or disobedience, whether alone or in combination with other.</li> <li>2. Theft, fraud or dishonesty in connection with the Contractors beside a business or property of Reserve Bank of India .</li> <li>3. Taking or giving bribes or any illegal gratifications.</li> <li>4. Habitual late attendance.</li> <li>5. Drunkenness fighting, riotous or disorderly or indifferent behavior.</li> <li>6. Habitual negligence.</li> <li>7. Smoking in the premises.</li> <li>8. Habitual indiscipline.</li> <li>9. Causing damage to work in the progress or to property of the Reserve Bank of India or of the Contractor.</li> <li>10. Sleeping on duty.</li> <li>11. Giving of false information regarding name, age father's name etc.,</li> <li>12. Unauthorized use of employer's property for manufacturing or making of unauthorized articles at the workplace.</li> <li>13. Making false complaints and/or misleading statements.</li> <li>14. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.</li> <li>15. Holding meeting inside the premises without previous sanction of the employers.</li> <li>16. Threatening or intimidating any workman or employer during the working hours within the premises</li> </ol>
Levy/Taxes payable by Contractor	CLAUSE 30	
		<p>Goods and service tax (GST), Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.</p> <p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
	CLAUSE 31	

Conditions for reimbursement of levy / taxes if levied after receipt of tenders	i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes / levies / cess, the contractor shall be reimbursed the
		amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
	ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Officer-in-Charge and shall also furnish such other information/document as the Officer-in-Charge may require from time to time.
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer Officer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
Other Persons employed by Employer	<p>CLAUSE 32</p> <p>The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.</p>	
	CLAUSE 33	



<p>If relative working with the Employer, then the contractor not allowed to tender</p>	<p>The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted in RBI as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
<p>No Employee of the Employer to work as Contractor within one year of retirement</p>	<p><b>CLAUSE 34</b></p> <p>No officer or other officer or assistant employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.</p>
<p>Compensation during warlike situations</p>	<p><b>CLAUSE 35</b></p> <p>The work (whether fully completed or not) and all materials, tools and plants, scaffolding, and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Officer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Officer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for redoing of all works ordered by the Officer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for.</p> <p>In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Officer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Officer-in-Charge regarding the quality and quantity of materials and the</p>

	purpose for which they were collected shall be final and binding on all parties to this contract.
	<p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Officer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Officer-in-Charge.</p>
	CLAUSE 36
Direction and approval of Officer-in Charge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
	CLAUSE 37
	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Release of Security deposit after labour clearance	<p>CLAUSE 38</p> <p>Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Officer-in-Charge. The Officer-in-Charge, on receipt of the said communication, shall write to the</p>
	Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released, if otherwise due.
Non-Disclosure Pact	<p>CLAUSE 39</p> <p>The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence.</p>

	<p>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.</p> <p>The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
Sexual Harassment of women Act, 2013	<p>CLAUSE 40</p> <p>a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency of the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.*</p> <p>b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.</p> <p>d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>

Place:

Date:

Signature of contractor

## Section V

### SPECIAL CONDITIONS OF CONTRACT

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

	v)	Preparing approaches and working area for the movement of materials shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability etc. to provide suitable allowances in his quotation.
	vi)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	vii)	Responsibility for obtaining all statutory approvals (if required) related to the work lies with the CONTRACTOR.
	viii)	The CONTRACTOR shall provide drinking water and other amenities at site for the contract workmen as per the statutory requirements at his own cost.
	ix)	CONTRACTOR shall take all steps to see that normal functioning of Working Office/Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, equipment, tools and vehicles involved in movement of equipment or materials should not make any hindrance for the movement of other vehicles and people.
	x)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board (if any).
Role of employer		<p>CLAUSE SC 3</p> <p>The Employer (Reserve Bank of India, Belapur, Navi Mumbai) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.</p>
		CLAUSE SC 4
Inspection of Site		The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions and the nature of the work before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit, the intending tenderer may contact the Employer.
Services		<p>CLAUSE SC 5</p> <p>The Contractor shall take due and proper care during execution of telecommunication and fire alarm system work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require re-routing, the same shall be brought to the notice of the Officer-in-charge. As per the instructions of Officer-in-charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Officer-in-charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.</p>
Handing over of site		<p>CLAUSE SC 6</p> <p>i) The Contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of award of work:</p>

	a)	Signing of the agreement on adequate value of Non-Judicial stamp paper as per the approved format
	b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'.
	c)	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee
	d)	Obtaining and submitting the original Labour License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for Obtaining the Labour License if applicable.
	e)	Submitting the details/ documents of the Contractor's team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Officer-in-charge.
	f)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Officer-in-charge
	ii)	After complying to the above documentation and other statutory requirements required to be complied by the Contractor before start of work, the Contractor shall be handed over the possession of the site. The scheduled date of commencement of work shall be reckoned from the fourteenth day of the date of award of work or the date of handing over the possession of site (if delay is due to any reasons beyond the contractor's control), whichever is later. However, any delay in handing over the possession of site to the Contractor on account of non-submission of the above documents/ details shall not be considered for extension of time.
Contractor's Barricades	CLAUSE SC 7	
	i)	Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the entire working area including storage, etc.
	ii)	Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.
	iii)	The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution.
	iv)	The Contractor shall provide suitable construction safety nets to prevent damage to man / material at site without any extra cost
Site Facilities	CLAUSE SC 12	
	CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract. Whereas space will be provided by the R B I free of cost, the safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.	
Execution	CLAUSE SC 13	



work Equipment	The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Officer-in-Charge depending on the requirements of the work so as to suit the work schedule. No equipment shall be supplied by the Employer. Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.	
	CLAUSE SC 14	
Materials etc. to be exclusively for use on the works	i)	All plants, tools and equipment and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the work and after completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Officer-in-Charge which shall not be unreasonably withheld.
	ii)	Clearance of Site on Completion: On completion of the Works, the contractor shall remove from the Site all the said materials, Plant, tools and equipment remaining thereon and any unused materials.
Care of works equipment	CLAUSE SC 15	
	From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and in case any damage loss or injury shall happen to the Works, Equipment or to any part thereof from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works, Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract.	
	Finished Flooring shall be protected by suitable means while carrying out any work either internally or externally at no extra cost. Any damage done to the flooring / IPS shall be rectified by the Contractor at his own cost and which shall be in the form of replacing the total flooring. All the bought-out items supplied by the Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of work.	
Works to be carried out by skilled workers under supervision of qualified Supervisors	CLAUSE SC 16	
	a)	All the works shall be carried out through skilled workers under the supervision of qualified supervisor. The works carried out by the contractor shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the works done by the contractor
Billing and Terms of	CLAUSE SC 21	
	i)	Payment of the bills will be made on monthly basis. The bill must contain attendance roll of the workers engaged, detailed record of the

payment		<p>maintenance job carried out by the contractor and materials consumed in AMC work during the month. A copy each of the pay-slips of all the workmen deployed during the month along with documentary evidence for wages, PF, ESIC etc. shall be enclosed with every bill raised by the contractor. In case of works done in office premises the job cards shall be authenticated by the supervising Officer of Primary Data Center concerned. In case of the works which are carried out in other establishments, the concerned officials shall have to authenticate the job cards. The attendance roll of the workers engaged shall be authenticated by the supervising Officer of Primary Data Center concerned and shall be countersigned by the officer supervising the work of supervising Officer of Primary Data Center concerned. The quality, accepted rates, specifications, timeliness or otherwise of completion of a job, penalty for delayed completion of the work done, etc. shall be also be certified by the supervising Officer of Primary Data Center concerned and shall be countersigned by the officer supervising his works. Upon due certification only the bill shall be processed for making payments.</p>
	ii)	Once the bill is received along with all the required documents, the Officer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.
	iii)	The Officer-in-charge reserves the right to refuse to accept the bill, if any of the document, is not submitted along with the bill.
	iv)	Once the bill is received along with all the required documents, the Officer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates.
	v)	All statutory deductions shall be made from the payments due to the Contractor.

Place:-

Signature of contractor

Date:-



Section VI  
SPECIFICATIONS GENERAL

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined and described herein all under supervision and to the entire satisfaction of the Employer.

The workmanship is to be the best available and of a very high standard, must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted. The materials and items to be provided by the Contractor shall be the best of their respective kinds as specified in the tender and in accordance with the samples approved, where materials or products are specified in these specifications and/or Schedule of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the Contractor will require to obtain prior approval of the employer for using substitute material or product. The Contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Employer.

Samples of all materials are to be submitted to the Employer for his approval before the Contractor orders or delivers in bulk in the site. Samples together with their packings are to be provided by the Contractor free of charge and approved samples will be retained by the owner and designer for comparison with the materials which will be delivered to the site.

Should any materials be rejected by the Employer, they will be removed from the site at the Contractor's expense. Also, the Contractor will be required to submit samples etc. for approval of Employer before proceeding with the works.

Housekeeping and Hospitality Services shall be provided and other works incidental to these services shall be carried out at:

- (i) Reserve Bank of India, Office Premises located at Plot No. 7, Sector -7 Rain Tree Marg, Kharghar, Navi Mumbai – 410210

1. High standard of cleanliness shall be maintained by using ultramodern equipment and materials like the same are maintained at major Airports, 5-Star Hotels etc.

**2. Safety is key when using cleaning products.:**

Ensure that the workers wear appropriate protective clothing such as rubber gloves, follow the directions on the label of any product and test it in a small area first to check that it doesn't damage the surface. Always ventilate the room when using strong chemical cleaners like bleach.

3. Use biocides safely. Always read the label and product information before use.

Materials:

All the cleaning material and equipment will be provided by the contractor. Each room requires a different procedure and each surface requires different cleaning products. The cleaning material used shall be of standard quality to avoid damage to CP fixture/ tiles /

flooring etc. The contractor, before using any new cleaning product or method, etc., shall make sure to test it on a small, inconspicuous area first. The contractor shall use cleaning materials which are preferably non-toxic & ecofriendly as approved by Bank :

- (a) Cleaning material – R-1, R-2 & R-6 (Taski) shall be used for respective surface material (Ceramic / vitrified/ granite/ KOTA) and finish (Glazed / Matt).
- (b) Colin for cleaning of windows panes /fans/ mirror etc.
- (c) Permanent kind of stains inside the washroom can be cleaned with the help of stain removers like “Easy Off Bang”
- (d) Hand-wash liquid soap (Fem / Lux), fresheners (Odonil), auto spray air fresheners of approved manufacture / brand shall be refilled.

Following are the basic specialized cleaning products:

- Bleach
- Toilet cleaner
- Bathroom cleaner
- Anti-bacterial cleaner
- Window Cleaner
- Floor cleaner
- Laundry detergent
- Fabric softener
- Washing-up liquid
- 

Multi-purpose cleaner

Apart from above, most cleaning jobs can be done with a dish sponge or cloth and a good multi-purpose cleaner like Cif Actifizz Lemon (brand name), or domestic cleaner can be made by following these directions:

- Take a couple of tablespoons of either distilled white vinegar or washing up liquid
- Mix the above into about a liter or so of warm water
- Shake thoroughly and pour into a spray bottle of any kind.
- Use it to handle almost any surface dirt.

**Mildly Abrasive Cleaning Agent**

This helps in getting rid of anything that is not possible with a multi-purpose cleaner. However, before scrubbing away stubborn dirt, it has to be made sure that the product is not too abrasive, as it could cause scratching, especially on polished surfaces.

**Washing Soda or Baking Soda**

Baking soda is used as it has the advantage of being able to effectively dissolve almost any dirt without being acidic, making it ideal for tiled surfaces where more acidic substances will eat into the grouting. It's also a great tool in kitchen cleaning and bathroom cleaning. Baking soda is also a great odor-eater.

- Mix 3 parts of warm water to 1 part of baking soda to create a mixture that will be able to clean out the oven and the fridge.
- Add some dishwashing liquid to the above mixture to create a thicker paste for bathroom cleaning.

Washing soda can be used in the same way as baking soda, but note that it's a lot more alkaline than baking soda. This means that it's more powerful when tackling tough stains, like those in greasy ovens, but also possibly irritating to skin and eyes, so always wear rubber gloves and eye protection when using washing soda.

White vinegar and lemon juice can be used for many of the same purposes as baking soda, and these two natural cleaning products have the added advantage of being able to cut through alkaline deposits like lime scale and soap scum.

- To efficiently clean glass and polished wood surfaces, mix equal parts of vinegar and water into a solution. Get rid of the smell afterwards by wiping over the surface with diluted lemon juice.
- Lemon juice can be used to great effect in cleaning and deodorizing drains: Simply mix up a solution of equal parts with water and pour it on down.

Professional cleaning requires following supplies:

- Bathroom Cleaners
- Kitchen Cleaners
- Hand Soap and Sanitizers
- Dishwasher Detergent and Sanitizers
- All-Purpose Cleaners
- Bleach
- Outdoor Cleaners
- Glass and Window Cleaners
- Specialty Cleaners like Appliance Cleaners, Degreasers, Metal Cleaners, Furniture and Upholstery Cleaners, etc.
- Cleaning Tools like Mops, Brooms, Brushes, Buckets and Mop Pails, Trash Cans, Carts and Caddies, Paper Products, Trash and Refuse Bags
- Cleaning Supplies like, Sponges, Dust Pans, Squeegees, Gloves
- Floor care like Carpet Cleaners, Hardwood Floor Cleaners, Hard Surface Floor Cleaners, Pet Odor and Stain Removers
- Air Care like Spray Air Fresheners, Plug-in Air Fresheners, Odor Absorbers, Solid Air Fresheners etc.
- Vacuum Cleaners & Floor Care like Carpet Cleaners, Floor Cleaning Products, Hard Surface Cleaners, Portable Steam Cleaners, Vacuums, Wet/Dry Vacuums, etc.

### **Gloves and wash mitts:**

Rubber gloves are an excellent resource to avoid getting hands too dirty and to prevent getting any cleaning products on the skin when engaged in cleaning work. SGS (Brand: SGS) Rubber Water Proof Hand Gloves are a well thought out range for protection and comfort for clean-working. The gloves allow maximum sensitivity without sacrificing protection, patterned palm ensures good grip in both wet and dry condition, and anatomical shape ensures comfort and reduces hand fatigue. Impressive 9 (brand name) Cleaning Gloves are made of innovative microfiber cloth to suffice all the cleaning needs. Features - Ideal for Kitchen, Window, Glass cleaning. 100% Scratch and Lint Free. Comes with Elastic cuff. Holds more soap and water than other wash mitts.

### **Dish Sponges and Microfiber Cloths:**

Dish sponges and microfiber cloths can be used to clean up most surfaces. Dish sponges are great for heavy scrubbing jobs, while dampened cloths are excellent for any situation that requires more gentle attention. They're also perfect for a final post-clean wipe down. Microfiber cloths work best with nothing but a little water as the tiny polyester and nylon fibers swipe even the smallest particles

of dirt away. Efficia (brand name) Microfiber Cleaning Cloth is soft, non-tearable, lint free, used damp to remove greasy smears, finger marks from mirrors and other surfaces. It does not scratch delicate surface, is suitable for granite, marble, glass, show case, TV screen, laptop, machines, kitchen cleaning, office cleaning etc.

Multi-utility mops: Easy Mop (Brand name Easy Mop) with Bucket is a Multi-utility mop which comes with a spin-dry water bucket and can be used for easy cleaning of grubby floor and windows to achieve perfect cleaning and effortless mopping. Easy Mop is a brand that deals in various household products. Its products are known for its quality and durability. Scotch-Brite flat mop with sprinkler (Brand: Scotch Brite) can sweep and mop in one go. Its superior Micro-Fibre cloth lifts and traps dirt, even smallest of dust particles, hair unlike a regular cotton mop etc. to give vacuum like cleanliness.

### **Wet Floor Caution Sign :**

Speed Wet Floor Caution Sign and/or Zorden Wet Floor Caution Signage shall be used.

### **Dust Cleaning Brush and Lobby Dustpan :**

Zorden (brand name) Carpet Cleaning Brush or similar products shall be used for all type of carpet cleaning. Efficia Quality Multipurpose Dust Cleaning Brush (Brand: Efficia) can be used for carpet cleaning and other applications like vinyl flooring, wooden floors, marbles, stones, computer, table, office, etc. Zorden Lobby Dustpan or similar products shall be used for sweeping and collection of dust.

### **Tile, Toilet and other Cleaning Brushes :**

Zibo Rim Cleaner Toilet Cleaning Brush or similar products shall be used for professional cleaning. Efficia Tile and Toilet Cleaning Brush (Brand: Efficia) is durable, strong, comfortable, tuff, easy to use superior grip long handle for easy operation comfortable shall be used for applications like cleaning of vinyl flooring, wooden floors, marbles, stones, bathroom tiles etc. Scsk (brand name) Wash-basin Brush, SCSK Toilet Brush Heavy, Platex (brand name) (brand name) Toilet Brush, Murga Toilet Brush, Murga Tile Scrub Pad Jet Pad are specifically designed with a plastic handle to make cleaning easy and to get rid of resistant stain on the tiles. These scrub pads can be used with tight grip in cleaning stains. Floors and tiles are cleaned easily as compared to the traditional scrub-pads without handle.

### **Wall & ceiling brushes / brooms :**

Scsk (brand name) Wall Cleaning Brush, Scsk Broom, Murga (brand name) Microfiber Ceiling Broom come with and adjustable handle that is user can vary its length accordingly. The handle is quite strong. The microfibers at the cleaning end are of very high quality to remove off resistant dust particles and webs on ceiling. It is durable and easy to use and handle.

### **Floor / Glass Cleaning Wiper :**

KBI (brand name) Floor Cleaning Wiper  
Daimo (brand name) 3 in 1 Glass Cleaning Wiper

**Tools and equipment:**

The Contractor agrees to utilize tools/equipments (listed below) which has been approved by the Bank. The successful bidder shall have to provide following tools and equipments for Housekeeping services of under this contract. Cost associated with all such equipments to be borne by the contractor, no extra payment for the same will be done by the bank. Contractor is advised to use Mechanized & automated cleaning and equipment.

1	Automatic scrubber drier
2	High pressure Jet machine
3	Wet & dry vacuum cleaner
4	Road Sweeper (Manual)
5	Glass Cleaner Kit
6	Poll 6 meters & Poll 11 meters
7	Injection extraction machines
8	Foam generator machines for carpet cleaning and upholstery fabric
9	Wringer Trolley
10	Caddy Bucket
11	Ladders
12	Dustbins of various sizes as per requirement ranging from 10 litres to 250 litres
13	Environment friendly dustbin bags to be used, complying with Government Norm

Date:

Signature of the

Place:

Contractor with date and

## SECTION VII

### Schedule C

#### SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to 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 the ground/floor.
4. No portable single ladder shall be over 8m in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5m of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one 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 materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed or scrapped.
12. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
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 of durable quality and adequate strength and free from defects.

## FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug, etc., depending upon the requirement of the work shall be provided by the Contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the Contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the Contractor to the workmen while working beyond office hours.



## Schedule D

### General Rules and Instructions to Bidders - Information

Bids in Two Bids System		<p>Tender Inviting Authority –</p> <p>Shri Jaikish Chief General Manager Reserve Bank of India Main office Building HRMD 2<sup>nd</sup> Floor, Sector – 10 HH Nirmala Devi Marg CBD-Belapur Navi Mumbai-400 614 E Mail id : <a href="mailto:cqmbelapur@rbi.org.in">cqmbelapur@rbi.org.in</a></p>
		<p>Name of the Work - Housekeeping services to be provided under Comprehensive Annual Maintenance Contract (CAMC) at the Bank's Office Premises at Kharghar, Navi Mumbai for the period from May 01, 2021 to March 31, 2022.</p>
		<p>Office- HRMD, 2<sup>nd</sup> Floor, Reserve Bank of India, Sector – 10, HH Nirmala Devi Marg, CBD – Belapur, Navi Mumbai – 400 614</p>
		<p>Due Date and Time for submission of e-Tender/Bid Bid close date: December 27, 2023 upto 2:00 PM</p>
		<p>Tender submission mode: e-Tender</p>
Earnest Money Deposit (EMD)		<p>EMD of ₹97,600/- in the form of Demand Draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before the due date December 27, 2023 and up to 11 A.M.</p> <p>EMD can also be remitted to Reserve Bank of India Account of on or before 11 A.M. of December 22, 2023. The account details for NEFT transactions are as under: Beneficiary Name- RBI Belapur IFSC: RBIS0NMPA01 Account No: 186003001</p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.</p>
Clarifications and pre-Bid Meeting		<p>Date and Time of Pre-Bid Meeting - Offline at 3.00 PM on December 14, 2023 Venue - Conference Room, 2<sup>nd</sup> floor, HRMD, Reserve Bank of India, Sector – 10, HH Nirmala Devi Marg, CBD – Belapur, Navi Mumbai – 400 614</p>
Opening of Bids		<p>Date of opening of tenders/bids (Part-I) – December 27, 2023 at 3.00 PM e Tender mode.</p>
Bid validity		<p>Bid validity – Three Months from the last date of submission of tender.</p>



Schedule E  
General Conditions of the Contract - Information

Definitions		
	1.	
		i) Name of the Work- Housekeeping services to be provided under Comprehensive Annual Maintenance Contract (CAMC) at the Bank's Office premises at Kharghar, Navi Mumbai for the period from April 01, 2024 to March 31, 2025.
		ii) Employer -Chief General Manager, Reserve Bank of India, CBD Belapur, Navi Mumbai – 400 614
Discrepancies and Adjustment of Errors (order of preference)	2.	The Competent Authority – Chief General Manager, Reserve Bank of India, CBD, Belapur, Navi Mumbai– 400 614

CLAUSES OF CONTRACT

Performance Guarantee	CLAUSE 1	
	(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days
	(ii)	Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above without penalty – 7days
	(iii)	Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (ii) above with late fee @ 0.1% of the amount of Performance Guarantee per day – 7 days
Compensation for Delay	CLAUSE 2	
	Authority for fixing compensation under clause : The Chief General Manager, Reserve Bank of India, HRMD, CBD Belapur, Navi Mumbai-400614	
	CLAUSE 3	

Time and Extension for Delay	<p>Date of commencement: 10<sup>th</sup> day from the date of award of work.</p> <p>If in the opinion of the Employer the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of the Employer/ Interior Designer's instruction as per clause 2 hereof (f) by reasons of civil commotion, legal combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of Contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the Bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Bank to proceed with work.</p> <p>If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer will qualify for exemption of imposition of liquidated damages. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the Contractor has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the Contractor to claim any revision of rates or any extra compensation for any reason.</p>	
	(i)	Authority for granting Extension of Time – Chief General Manager, HRMD, Reserve Bank of India, CBD, Belapur, Navi Mumbai
	(ii)	Shifting of date of commencement in case of delay in handing over of site.
Action in case Work not done as per Specifications	CLAUSE 4	
	Authority for accepting reduced rate – Chief General Manager, HRMD, Reserve Bank of India, CBD, Belapur, Navi Mumbai	
	CLAUSE 5	

Settlement of Disputes & Arbitration	Competent Authority for referring the dispute – Chief General Manager, HRMD, Reserve Bank of India, CBD, Belapur, Navi Mumbai Place of Arbitration – Mumbai, India
Water and Electric power supply for work	CLAUSE 6: Bank will make available water and electricity power supply required at one point free of charge. Contractor shall arrange to make arrangement for connection with safety fixtures.
Insurance in respect of damages to Persons and Property	<p>CLAUSE 7</p> <p>Contractor shall take following Insurance Policies: (Name of Reserve Bank of India shall be first)</p> <ol style="list-style-type: none"> <li>1) Contractor's All Risk Policy for the full Contract Value for entire Contract Period</li> <li>2) Workmen Compensation Policy for all workmen deployed at site</li> <li>3) Third Party Liability Policy as per following details: <ol style="list-style-type: none"> <li>a) For injury to persons – Rs 2 Lakh per person per accident</li> <li>b) For damage to property – Rs 5 Lakh per accident</li> </ol> <p>Subject to overall ceiling as per extant Insurance guidelines</p> </li> </ol>
Employment of skilled Staff and employees	<p>CLAUSE 8</p> <p>Contractor should depute skilled staff / site supervisor at site during the progress of work and as and when required after execution of work.</p>

Schedule F  
IMPORTANT INSTRUCTIONS FOR e - TENDER

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

Process of e-Tender:

**A) Registration:**

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

SPECIAL NOTE: THE TECHNICAL BID (part I) AND PRICE BID (part II) HAVE TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → *eProcurement* → *PSU/Govtdepts* → *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 email 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. Maj. Nithin Hariram, Assistant General Manager (P&SE)  
Phone No - 022-27523013. Email ID - [nithinhariram@rbi.org.in](mailto:nithinhariram@rbi.org.in)

2. Sqn. Ldr. Sunanda Mhaske, Asst. Manager(P&SE)  
Phone No - 022-27523140. Email ID - [sunandamhaske@rbi.org.in](mailto:sunandamhaske@rbi.org.in)

3. Sqn. Ldr. Mrigesh Chand Rajwar, Asst. Manager (P&SE)  
Phone No - 022- 27523222 E-mail ID – [mrjwar@rbi.org.in](mailto:mrjwar@rbi.org.in)

4. Poornima Suman, Asst. Manager, P&SE, HRMD  
Phone No - 022- 27523257 E-mail ID – [poornimasuman@rbi.org.in](mailto:poornimasuman@rbi.org.in)

Contact person (MSTC Ltd):

I) Shri. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile-09987758430/  
09987758460

II) Shri. Tanmoy Sarkar, Deputy Manager- [tsarkar@mstcindia.co.in](mailto:tsarkar@mstcindia.co.in) Mobile - 08349894664

III) Ms. Archana Juneja Asst. Manager - [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698  
IV) Ms. Rupali Pandey, Executive - [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph- 09458704037/ 022 22886268  
V) Shri. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph- 022 22822789  
MSTC support - Helpdesk No 033-22895064 / 033-40609118 / 033-22901004 / 033-40645316  
Email – [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)  
Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

#### B) System Requirements:

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

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

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

- Other Settings:

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

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

The Technical Bid (part I) and the Price Bid (part II) shall have to be submitted online at [www.mstcecommerce.com/eprhome/rbi](http://www.mstcecommerce.com/eprhome/rbi). Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Price Bid 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 Email 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) Vendors need to submit necessary EMD (Earnest Money Deposit), Transaction fees (If any) to be eligible to bid online in the e- tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority in due course.
- b) The process involves Electronic Bidding for submission of Technical and Price Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → *eprocurement* → *PSU/Govtdepts* → *Login under RBI* → *My menu* → *Auction Floor Manager* → *live event* → *Selection of the live event*.
- d) 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 specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendors have to 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 Technical bid & Price bid have been saved, vendor has to click on the "Final submission" button to register the bids
- f) 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 employer and successful bidder 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) The vendor should upload all the credentials / documents as per format of Bank along with technical bid. Otherwise, the tender will be treated as cancelled.
- m) Employer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- n) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) 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.
- p) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.
- q) Vendors are requested to quote GST as per Government rules. No change in quoted rates will be accepted.

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

Place

Signature of bidder with seal

Details of Bidder's Banker

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

Signature of the bidder with seal



Draft Articles of Agreement  
(On Non-Judicial Stamp Paper of appropriate value)

Agreement for Annual Maintenance Contract for housekeeping services at the Bank's Office Premises at Kharghar, Navi Mumbai for the period from April 01, 2024 to March 31, 2025.

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between the Reserve Bank of India, CBD-Belapur, Navi Mumbai-400 614 (hereafter called "The Bank") of the one part and \_\_\_\_\_ (thereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous of getting the work related to "Annual Maintenance Contract for housekeeping services at the Bank's Office Premises, Kharghar, Navi Mumbai for the year 2024-25 and has caused specifications, scope of work, etc. describing the works to be done.

AND WHEREAS the tender of the contractor was accepted and work awarded to the Contractor by the Bank under reference letter No. \_\_\_\_\_ dated \_\_\_\_\_

AND WHEREAS the Contractor has accepted the work order for the work aforesaid in their letter no. \_\_\_\_\_

AND WHEREAS the said specifications, the Schedule of Quantities and scope of work have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there-under (hereinafter referred to as 'the said Contract Amount')

Now the agreement, witnesses and it is hereby agreed by and between the parties hereto as follows:

1. This agreement, inter-alia, consisting of Section-I to XIII inclusive hereto annexed contains the entire agreement between the parties. All other previous and collateral arrangements, representations, promises and conditions are superseded by the contract and shall not be binding on either party. All the work executed by the Contractor under the work order and undertakings given by either party in terms of the work order shall be deemed to be executed or given under the terms and conditions of the agreement.
2. In consideration of the payments to be made by the Reserve Bank of India to the Contractor as mentioned in the contract the Contractor hereby covenants with the Reserve Bank of India to carry the work of "Annual Maintenance Contract for housekeeping services at the Bank's Office Premises at Kharghar, Navi Mumbai for the year 2024-25 on the items and conditions as mentioned in the contract.

3. The Bank hereby covenants to pay to the Contractor in consideration of the aforesaid work, in the manner mentioned in the Contract. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications, said scope of work and the Schedule of Quantities.
4. The Bank 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.
5. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
6. The agreement and documents mentioned herein shall form the basis of this Contract.
7. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is an item rate Service-Contract to carry out the "Annual Maintenance Contract for housekeeping services at the Bank's Office Premises at Kharghar, Navi Mumbai for the year 2024-25 to be paid for according to actual measured quantities, certificates of payments issued by the authorized representatives of the Bank, at the rates contained in the Part – II of the tender containing Schedule of Rates and Probable quantities or as provided in the said Conditions.
8. The Contractor shall afford every reasonable facility for the carrying out all works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done by him/them to walls, floors, fittings, fixtures, etc. after the completion of such works.
9. The Bank reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
10. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to carry out work within as per the schedule. The Contractor hereby also agrees to provide all the various services, at the appropriate time strictly adhering to the time schedule and shall not delay the same in any case failing he shall forfeit the security deposit to the Bank at its sole discretion.
11. All payments by The Bank under this Contract will be made only at Belapur, Navi Mumbai-400614
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Belapur, Navi Mumbai and only Courts in Belapur, Navi Mumbai shall have the jurisdiction to determine the same.
13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual

IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the

day and year first hereinabove written.

If the contractor is a Company

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

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of  
Shri .....  
(Name and designation)

..... in the presence of  
(1)  
Address

(2)  
Address  
.....  
.....  
.....

Witnesses

SIGNED AND DELIVERED BY If the part is a partnership firm or any individual  
..... should be signed by all or on behalf of all the  
..... 1)..... partners.  
..... Address

.....  
.....  
.....  
2)

.....  
..  
Address  
.....  
.....  
.....

If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

Witnesses

THE COMMON SEAL OF

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

..... The Contractor is signing by the hand of power  
..... of attorney whether a company or individual.

.....  
In the presence of The Contractor is signing by the hand of power  
of attorney whether a company or individual.

( 1 )

.....

....  
( 2 )

.....

....  
Directors who have signed these  
presents in taken thereof in the  
presence of

(1) .....

.....

(2) .....

.....

SIGNED AND DELIVERED BY the  
Contractor by the hand Of  
Shri

.....

and duly constituted attorney.

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

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

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

Shri Jaikish  
Chief General  
Manager  
Reserve Bank of India  
HRMD  
Belapur,  
Navi Mumbai - 400 614

Dear Sir,

Name of Work: Annual Maintenance Contract for housekeeping services at the Bank's Office Premises at Kharghar, Navi Mumbai for the year 2024-25

Ref.: NIT/Advt. No. \_\_\_\_\_ date WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

1. We\_\_\_\_(Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the

Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

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

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

We hereby further agree that –

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

- b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorized Official (with seal)

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

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY  
DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

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

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

Shri Jaikish  
Chief General Manager  
Reserve Bank of India  
HRMD  
Belapur  
Navi Mumbai - 400 614

Dear Sir,

Name of Work: Annual Maintenance Contract for housekeeping services at the Bank's Office Premises at Kharghar, Navi Mumbai for the year 2024-25

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project

(hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor)

(hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹.\_\_\_\_

(Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We,

\_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s

\_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount

not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

**NOW THIS GUARANTEE WITNESSETH**

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the



Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs.\_\_\_\_ (Rupees\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees only).

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

We hereby further agree that –

- f) 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- g) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_ (Rupees only).
- h) 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.

1. This guarantee shall remain in force up to (30 days beyond the work completion period) 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.

2. 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) 2024 being herewith duly authorized.

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

Signature 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 .....

Witness 2

Signature .....

Name .....

Address \_ \_ \_ \_ \_

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,  
Shri Jaikish  
Chief General Manager  
Reserve Bank of India  
Estate Department  
Belapur  
Navi Mumbai – 400 614

Dear Sir/Madam,

Annual Maintenance Contract for housekeeping services at the Bank's Office Premises at Kharghar, Navi Mumbai for the year 2024-25

We.....(Name of the Bidder and address of their

registered office) do hereby constitute, appoint and authorise Mr. / Ms.

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature/(s) of the  
Bidder Name/(s)

Stamp/Seal of the

Bidder Note:

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

Saving Bank Account:	Cash Credit Account:	Current Account:
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11. Bank Account Number of the Supplier: ©

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

Date:                      Supplier's Seal:              Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

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

Proforma for Indemnifying the Employer against Contract labour  
Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,  
Shri Jaikish  
Chief General  
Manager  
Reserve Bank of  
India  
HRMD  
Belapur  
Navi Mumbai- 400 614

Dear Sir/Madam

Annual Maintenance Contract for housekeeping services at the Bank's Office Premises  
at Kharghar, Navi Mumbai for the year 2024-25

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

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

To,  
Shri Jaikish  
Chief General Manager  
Reserve Bank of India  
HRMD  
Belapur  
Navi Mumbai- 400 614

Dear Sir/Madam

Annual Maintenance Contract for housekeeping services at the Bank's Office Premises at Kharghar, Navi Mumbai for the year 2024-25

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

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

Yours faithfully,

For \_\_\_\_\_

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place

:



RESERVE BANK OF INDIA  
PROTOCOL AND SECURITY ESTABLISHMENT  
HRMD  
BELAPUR  
NAVI MUMBAI

E.T. No : RBI/Belapur Regional office/HRMD/1/23-24/ET/251

e - Tender

FOR

Housekeeping services to be provided under  
Comprehensive Annual Maintenance Contract (CAMC)

At

the Bank's Office Premises, Kharghar, Navi Mumbai  
for the Period from April 01, 2024 to March 31, 2025.

Price Bid - Unpriced

Name of Contractor : \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Last date of submission of e - Tender: December 27, 2023- 2.00 P.M.

Date of opening of e -Tender: December 27,2023- 3.00 P.M.

Date of Pre-Bid Meeting (offline): December 14, 2023- 11.00 A.M.

## SCHEDULE OF QUANTITIES

Sr. No.	Description of item of work	Quantity	Unit
1	Housekeeping and hospitalities Services (Considering 26 days per month for workers and supervisor)		
	Note: Rate shall be inclusive of current minimum wages published by Govt. of India, applicable PF, ESIC, bonus, conveyance, uniform etc. for the workers and supervisor.		
A	<p><b><u>Bank's Office Premises, Kharghar.</u></b></p> <p><b><u>(Total twelve workers and one supervisor)</u></b></p> <p>Engaging twelve workers (unskilled) and one supervisor (skilled) and Supplying all the required cleaning materials, housekeeping maintenance consumables, proper tools and implements, equipment, labour of all descriptions etc. complete and carrying out housekeeping and hospitality works in office premises as per detailed scope of work, specifications, detailed instructions contained in Part – I of the tender and to the entire satisfaction of the Bank's supervising and certifying officials.</p> <p>Total = 12 workmen and one supervisor for eight hours + Cleaning material + Taxes</p>	Job	<p>Lump sum</p> <p>Per month</p>

Place :

Date :

Tenderer:

Signature with seal of the