



## वेब सूचना

भारतीय रिजर्व बैंक, पटना के दीघा स्थित कॉलोनी के भवन (G+3) में फ्लैट नं. - 193 से 224 और स्कूटर पार्किंग को तोड़ने, निपटान और उक्त कॉलोनी से प्राप्त बिल्डिंग मलबे के उपयोगी सामिग्रयों को ले जाने/ उसके प्रति एक मूल्य देने के कार्य हेतु पात्र बोलीदाताओं से दो भागों (भाग-। तथा भाग-॥) में ई-निविदा आमंत्रित करता है।

भारतीय रिजर्व बैंक, पटना (बैंक) "भारतीय रिजर्व बैंक, पटना के दीघा स्थित कॉलोनी के भवन (G+3) में फ्लैट नं. - 193 से 224 और स्कूटर पार्किंग को तोड़ने, निपटान और उक्त कॉलोनी से प्राप्त बिल्डिंग मलबे के उपयोगी सामिग्रयों को ले जाने/ उसके प्रति एक मूल्य देने के कार्य हेतु" पात्र और इच्छुक फर्मों से ई-निविदा आमंत्रित करता है। बैंक को जमा की जाने वाली अनुमानित राशि ₹1,01,063.14 है।

**2.** यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धरण देने के लिए खुला निमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को अनदेखा किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार भारतीय रिजर्व बैंक में भर्ती होने के लिए आवेदन कर सकते हैं।

**3.** यह एक सीमित ई-निविदा है। केवल वे फर्म जो संपदा विभाग, भारतीय रिजर्व बैंक, पटना में ट्रैड-1 (सिविल कार्य {कंक्रीट कार्य, बढ़ीगीरी, सेनेटरी एवं पलंबिंग, निर्माण कार्य (स्टील एवं एलमुनियम, कार्यालय और आवासीय भवनों का नवीनीकरण, उन्नयन, संशोधन, परिवर्तन, मरम्मत आदि) में सूचीबद्ध हैं। निविदा दस्तावेज़ डाउनलोड के लिए वेबसाइट <https://www.rbi.org.in> पर उपलब्ध है।

**4.** ई-निविदा दो भागों में ऑनलाइन जमा की जाएगी। ई-निविदा के भाग-। में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें शामिल होंगी, जिन पर निविदाकारों को सहमत होना होगा। ई-निविदा के भाग-॥ में ऑनलाइन जमा की जाने वाली बैंक की मात्राओं की अनुसूची और निविदाकर्ता की मूल्य बोली शामिल होगी।

**5.** पात्रता मानदंडों को पूरा करने वाली और काम प्रदान किए जाने के लिए विचार किए जाने की इच्छुक फर्मों को 18.08.2025 को पूर्वाह्न 11:00 बजे तक या उससे पहले <https://www.mstcecommerce.com/eprocn/> पर सभी आवश्यक दस्तावेज अपलोड करने चाहिए।

**6.** ई-निविदा का भाग-। 18.08.2025 को पूर्वाह्न 11:30 बजे एमएसटीसी वेबसाइट पर खोला जाएगा। निविदा की समय-सीमा इस प्रकार है:

क्र.सं.	गतिविधि	संभावित तारीख
1	<b>ई-निविदा का नाम</b>	भारतीय रिजर्व बैंक, पटना के दीघा स्थित कॉलोनी के भवन (G+3) में फ्लैट नं. - 193 से 224 और स्कूटर पार्किंग को तोड़ने, निपटान और उक्त कॉलोनी से प्राप्त बिल्डिंग मलबे के उपयोगी सामिग्रयों को ले जाने/ उसके प्रति एक मूल्य देने के कार्य
2	<b>निविदा का प्रकार</b>	सीमित ई-निविदा
3	<b>वेब विज्ञापन की तारीख</b>	25.07.2025

4	ई-निविदा सं.	RBI/Patna Regional office/Estate/11/25-26/ET/336[Controlled Demolition at DSQ]
5	निविदा का तारीख	ई-प्रॉक्युर्मेंट सिस्टम ( <a href="http://www.Mstcecommerce.com/eprochome/rbi">www.Mstcecommerce.com/eprochome/rbi</a> के माध्यम से ऑनलाइन भाग । - तकनीकी-वाणिज्यिक बोली तथा भाग ॥ - कीमत बोली)
6	सभी पक्षकारों के लिए डाउनलोड किए जाने के लिए उपलब्ध निविदा आमंत्रण सूचना (पूर्ण निविदा के साथ) की तारीख	25.07.2025 को अपराह्न 05:00 बजे
7	भारतीय रिज़र्व बैंक, संपदा विभाग, पटना के मुख्य कार्यालय भवन में बोली-पूर्व बैठक की तारीख (ऑफलाईन)	01.08.2025 को मध्याह्न 12:00 बजे
8	बैंक गारंटी (PBG)	सफल फर्म उद्धृत क्रेडिट राशि के 1.5 (डेढ़ गुना) की बैंक गारंटी प्रस्तुत करेगी
9	बोली आरंभ करने की तारीख - <a href="http://www.Mstcecommerce.com/eprochome/rbi">www.Mstcecommerce.com/eprochome/rbi</a> पर ऑनलाइन तकनीकी-वाणिज्यिक बोली तथा कीमत बोली प्रस्तुत करने के लिए ई-निविदा आरंभ होने की तारीख	25.07.2025 को अपराह्न 05:00 बजे
10	बोली बंद किए जाने की तारीख - तकनीकी-वाणिज्यिक बोली तथा कीमत बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तारीख	18.08.2025 को पूर्वाह्न 11:00 बजे तक
11	भाग । (अर्थात तकनीकी-वाणिज्यिक बोली) खोले जाने की तारीख और समय: भाग ॥ - (कीमत बोली): भाग ॥ - (कीमत बोली) विक्रेताओं को पूर्व सूचना के बाद आगे की तारीख में खोला जाएगा।	18.08.2025 को पूर्वाह्न 11:30 बजे तक
12	लेन देन फीस	लेन देन फीस का भुगतान MSTC Limited के पक्ष में MSTC पेमेंट गेटवे /NEFT /RTGS के माध्यम से

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

**टिप्पणी:** भविष्य में जारी किए गए किसी भी संशोधन/शुद्धि-पत्र, यदि कोई हो, को केवल RBI / MSTC वेबसाईट पर अधिसूचित किया जाएगा और अखबार में प्रकाशित नहीं किया जाएगा।



**Reserve Bank of India  
Estate Department  
Patna**

**Controlled demolition including disposal of unserviceable materials and giving credit (value in terms of money) for taking away the materials having scrap/salvage value from the buildings (G+3 floors) (Flat no. 193 to 224) and scooter parking area in residential colony of Reserve Bank of India situated at Digha, Patna**

**Part I**

**Techno-Commercial Bid**

**Tender No: RBI/Patna Regional office/Estate/11/25-26/ET/336[Controlled demolition at DSQ]**

**Name of the tenderer** \_\_\_\_\_

**Address** \_\_\_\_\_

**Date of Notice for Inviting Tender** : 25.07.2025

**Date of Starting E-tender Submission** : 05:30 PM of 25.07.2025

**Date of Closing E-tender for submission** : 11:00 AM of 18.08.2025

**Date & time of opening of tender** : 11:30 AM of 18.08.2025

## **Table of Content**

<b>S. No.</b>	<b>Particulars</b>	<b>Page No.</b>	
		<b>From</b>	<b>To</b>
1	E-tender notice	4	5
2	Form of E-tender	6	8
3	Important instructions for e- tender	9	12
4	Draft Agreement	13	22
5	Section A: General Instructions to Contractors and General Terms & Conditions	23	30
6	Section B: General rules, terms and conditions of contract	31	33
7	Section C: Safety Code	34	39
8	Section D: Fire Safety Code	40	40
9	Annexure- I: Appendix therein Before Referred	41	42
10	Annexure- II: Proforma of Bank Guarantee for performance security deposit	43	46
11	Annexure- III: Details of Bankers of the Tenderer	47	47
12	Price Bid - Part- II	48	52

## **DISCLAIMER**

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

**Note: In case of any discrepancy, English version of the tender document will prevail.**



## Reserve Bank of India

### Estate Department Patna

#### E-Tender Notice

Controlled demolition including disposal of unserviceable materials and giving credit (value in terms of money) for taking away the materials having scrap/salvage value from the buildings (G+3 floors) (Flat no. 193 to 224) and scooter parking area in residential colony of Reserve Bank of India situated at Digha, Patna

**The estimated amount of credit is ₹1,01,063.14 (including GST) only.**

- 2. Only those firms, who are registered on MSTC portal will be able to take part in the tender process.** The tender document is available on website [www.rbi.org.in](http://www.rbi.org.in) for download.
3. Tender shall be submitted online in two parts. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the tender will contain Bank's schedule of quantities and tenderer's price bid to be submitted online.
4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at [www.mstcecommerce.com](http://www.mstcecommerce.com) on or before 11:00 AM of 18.08.2025.
5. Part-I of the e-tender will be opened on 18.08.2025 at 11:30 AM on MSTC website. The timeline of the e-tender are as follows:

a.	E-Tender no	RBI /Patna Regional office/Estate/11/25-26/ET/336[Controlled demolition at DSQ]
b.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through MSTC portal <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> )
c.	Type of Tender	Limited

d.	<b>Estimated amount of credit</b>	<b>₹1,01,063.14 (including GST) only</b>
e.	Date of availability of Tender Document for download on RBI website and MSTC website	<b>05:30 PM of 25.07.2025</b>
f.	Starting Date of e-Tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	<b>05:30 PM of 25.07.2025</b>
g.	Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid	<b>11:00 AM of 18.08.2025</b>
h.	Date & time of opening of Part-I (i.e., Techno-Commercial Bid) and Part II (i.e., price bid)	<b>11:30 AM onwards of 18.08.2025</b>
i.	Transaction Fee	Payment of transaction fee through MSTC payment gateway / NEFT / RTGS in favour of MSTC LIMITED
j.	Security Deposit by the successful bidder/tenderer	1.5 times (one and half times) of the net quoted credit amount through NEFT or in the form of Bank Guarantee
k.	Liquidated Damages	The recovery of Liquidated Damages shall be made at the rate of 0.25% of the estimated total cost of demolition and disposal per week and subject to a maximum 10% of the estimated total cost of demolition and disposal.

### **Form of E-Tender**

To,

Regional Director  
Reserve Bank of India,  
Estate Department,  
Patna

Madam / Dear Sir,

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

### **MEMORANDUM**

a.	E-Tender no	RBI/Patna Regional office/Estate/11/25-26/ET/336[Controlled demolition at DSQ]
b.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through MSTC portal <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> )
c.	Type of Tender	Limited
d.	<b>Estimated amount of credit</b>	<b>₹1,01,063.14 (including GST) only</b>
e.	Date of availability of Tender Document for download on RBI website and MSTC website	<b>05:30 PM of 25.07.2025</b>

f.	Starting Date of e-Tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	<b>05:30 PM of 25.07.2025</b>
g.	Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid	<b>11:00 AM of 18.08.2025</b>
h.	Date & time of opening of Part-I (i.e., Techno-Commercial Bid) and Part II (i.e., price bid)	<b>11:30 AM onwards of 18.08.2025</b>
i.	Transaction Fee	Payment of transaction fee through MSTC payment gateway / NEFT / RTGS in favour of MSTC LIMITED
j.	Security Deposit by the successful bidder/tenderer	1.5 times (one and half times) of the net quoted credit amount through NEFT or in the form of Bank Guarantee
k.	Liquidated Damages	The recovery of Liquidated Damages shall be made at the rate of 0.25% of the estimated total cost of demolition and disposal per week and subject to a maximum 10% of the estimated total cost of demolition and disposal.

2. Should this e-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.

Yours faithfully,

**Signature of Contractor**

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

## **IMPORTANT INSTRUCTIONS FOR E- TENDER**

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

1. 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 as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com](http://www.mstcecommerce.com)**

1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/ Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password →

Submit.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).

**a) Contact person (MSTC)**

- i) Mr. Malay Mandal– [bmpatna@mstcindia.in](mailto:bmpatna@mstcindia.in) Mobile - 9831368791
- ii) Mr. Amit Kumar Goutam – [ptnopr1@mstcindia.in](mailto:ptnopr1@mstcindia.in) Mobile - 9886624201
- iii) Mr. Mayank Kumar- [ptnopr3@mstcindia.in](mailto:ptnopr3@mstcindia.in) Mobile - 8269000225
- iv) Mr. Prashant Malviya- [ptnopr2@mstcindia.in](mailto:ptnopr2@mstcindia.in) Mobile - 9899972556

**b) Contact person (RBI, Patna ):**

**For Technical query**

- i) Shubh Raj (AM–Tech Civil), Email - [shubhraj@rbi.org.in](mailto:shubhraj@rbi.org.in) Mob: 7303612701

**For General Query**

	<p>ii) Pankaj Kumar Sahu (Manager), Email – <a href="mailto:pksahu@rbi.org.in">pksahu@rbi.org.in</a> Mob - 9919729441</p> <p>iii) Mayank Raj (AM), Email - <a href="mailto:mayankraj@rbi.org.in">mayankraj@rbi.org.in</a> Mob - 8102478560</p> <p><b>B) System Requirement:</b></p> <ul style="list-style-type: none"> <li>i) Windows 7 or above Operating System</li> <li>ii) IE-7 and above Internet browser.</li> <li>iii) Signing type digital signature</li> <li>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li> </ul> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> E-tenders will be opened electronically on specified date and time as given in the E-tender.
3.	All entries in the e-tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>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 e-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</p>

	<p>fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b>Transaction fee is non-refundable.</b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>Note:</p> <p>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.</p>
5.	<p>Information about e-tenders / corrigendum uploaded shall be sent by email only during the process till finalization of e-tender. Hence the vendors are required to ensure that their corporate email I.D. 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).</p>
6.	<p>E-Tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary e-tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. E-Tender fees and Transaction fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Government departments. → Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>d) The vendor should allow 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 click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p>

	<p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the e-tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the e-tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the e-tender.</p>
8.	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The e-tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof
11.	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at <b>033-23400020 / 23400021 / 23400022</b> and id - <a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a> well in advance and bidders are advised to avoid any last minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.

I/We hereby declare that I / we have read and understood the information provided in tender document.

Date:

Signature of bidder with seal

Place:

## करारनामा का प्रारूप / Draft Articles of Agreement

(₹1000/- स्टाम्प पेपर पर) / (On ₹1000/- stamp paper)  
(केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष.....के..... वें दिन एक पक्ष के तौर पर भारतीय रिजर्व बैंक, पटना (जिसे इसके बाद “बैंक” कहा गया है) और दूसरे पक्ष \_\_\_\_\_ (जिन्हें इसके बाद “संविदाकर्ता” कहा गया है) के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_  
between the Reserve Bank of India, Patna (hereafter called “The Bank”) of the one  
part and \_\_\_\_\_ (hereinafter  
called “the Contractor”) of the other part.

जबकि बैंक “भारतीय रिजर्व बैंक की Digha स्थित आवासीय कॉलोनी में संकटग्रस्त भवनों (G+3 मंजिल) (फ्लैट सं 193-224) और स्कूटर पार्किंग स्थल को विद्वंस करने के पश्चात अनुपयोगी सामग्री को ले जाने तथा उपयोगी सामग्री को ले जाने के बदले प्रतिपूर्ति करने” कार्य कराने का इच्छुक है और विनिर्देश तैयार किए हैं जिसमें किए जाने वाले कार्यों का उल्लेख है।

और जबकि “ठेकेदार इसके द्वारा काम शुरू करने के लिए

कार्य प्रदत्त पत्र की तारीख के दिन से काम शुरू करने और पूरे काम को पूरा करने के लिए सहमत है।  
इस तरह के रूप में लिखित रूप में (यानी समझौते के एक विलेख के माध्यम से या पत्रों के आदान -  
प्रदान द्वारा मैं ईमेल करता है) जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है ”

और जबकि उक्त विनिर्देश, मात्राओं की अनुसूची पर उनके द्वारा अथवा पक्षकारों की ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Bank is desirous of getting the work “**Controlled demolition including disposal of unserviceable materials and giving credit (value in terms of money) for taking away the materials having scrap/ salvage value from the buildings (G + 3 floors) (Flat nos. 193 to 224) and scooter parking area in Residential colony of Reserve Bank of India situated at Digha.**” and has caused specifications describing the works to be done.

AND WHEREAS “The Contractor hereby agrees to commence the work from \_\_\_\_\_ day of date of work award letter and to complete the entire work within \_\_\_\_\_ subject nevertheless to the provisions for extension of time in writing by such form (i.e by way of a deed of agreement or by exchange of letters / emails) as may be mutually decided by the parties”

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

और जबकि बोलीकर्ता इसमें निर्धारित की गई शर्तों और संविदा की विशेष शर्तों और मात्रा अनुसूची में उल्लिखित की गई शर्तों तथा यथा संशोधित एवं अंतिम रूप से दोनों पक्षकारों द्वारा सहमत संविदा की शर्तों (जिन्हें समग्रतः इसके बाद “कथित शर्तें” कहा गया है) में निहित शर्तों के अधीन बैंक की उक्त अपेक्षा और /अथवा कथित विनिर्देश में उल्लिखित कार्य और मात्रा-अनुसूची में शामिल कार्य को निष्पादित करने हेतु सहमत है जिसे वह उक्त में तय की गई राशि के अनुसार अथवा उसके अधीन देय होने वाली राशि के अनुसार निर्धारित दर (जिसे इसके बाद ‘कथित संविदा राशि’ कहा गया है) पर करेगा।

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 shown upon the said drawings and/or 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’)

अतः अब उनके बीच निम्नलिखित रूप से करार किया जाता है :-

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. निर्धारित शर्तों में उल्लिखित समय और तरीके से संविदा राशि को ध्यान में रखते हुए, बोलीकर्ता निर्धारित शर्तों के अनुसार और उनके अधीन निविदा विनिर्देशों में और मात्रा अनुसूची में यथा उल्लिखित कार्य को निष्पादित और पूरा करेगा।

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work as described in the said Specifications and the Schedule of Quantities.

2. बोलीकर्ता नियोक्ता को निर्धारित शर्तों में विनिर्दिष्ट समय और तरीके से देय संविदा राशि अथवा ऐसी अन्य राशि का भुगतान करेगा।

**The Contractor shall pay the Employer**, the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. उक्त शर्तों में 'आर्किटेक्ट' शब्द का आशय इस संविदा के तहत निर्मित / विध्वंस किए जाने वाले भवन / संरचनाओं की वास्तुशिल्पीय योजना और डिजाइनिंग आदि के उद्देश्य हेतु है। संविदा में उल्लिखित कार्य हेतु जिस भी कारण से आर्किटेक्ट की हैसियत समाप्त होने की स्थिति में नियोक्ता द्वारा नामित अन्य कोई व्यक्ति या व्यक्तियों उस प्रयोजन के लिए आर्किटेक्ट के रूप में कार्य करेगा।

क. भारतीय रिजर्व बैंक कार्यों के पर्यवेक्षण और विभिन्न नियमों, शर्तों और संविदा की शर्तों को लागू करने के लिए सीधे व्यवस्था करेगा (संविदा के उपर्युक्त खंड के तहत परिभाषित कार्य को छोड़कर)। इस प्रयोजन के लिए कार्य में तेजी लाने, निर्माण की गुणवत्ता / विध्वंस करने की विधि, सामग्री की गुणवत्ता, परियोजना की प्रगति और उसे पूरा करने आदि के बारे में उक्त शर्त में उल्लिखित आर्किटेक्ट से आशय सहायक महाप्रबंधक (तकनीकी) / प्रबंधक (तकनीकी) / सहायक प्रबंधक (तकनीकी) अथवा इस कार्य के लिए सक्षम प्राधिकारी, भारतीय रिजर्व बैंक द्वारा नामिक कोई अन्य व्यक्ति से होगा। संविदा के प्रावधानों को लागू करने अर्थात् मध्यस्थता के जरिए विवादों के निपटाने से संबंधित खंड के मामले में आर्किटेक्ट शब्द का आशय ऐसे अन्य व्यक्ति अथवा या व्यक्तियों से होगा जिन्हें इस कार्य के लिए नियोक्ता द्वारा नामित किया जाएगा।

The term 'Architect' in the said conditions shall mean DGM, Estate Department, Reserve Bank of India Patna for the purpose of architectural planning & designing etc. of the buildings / structures to be **constructed / demolished** under this contract. In the event of their ceasing to be Architects for the work mentioned in the contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as Architect.

(a) The Reserve Bank of India will administer and directly arrange for supervision of works, and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clause 3 above). For this purpose, the term Architect in the said condition regarding escalation of work, quality of construction, **method of controlled demolition**, quality of materials, progress & completion of the project, etc. shall mean the Assistant General Manager (Tech) / Manager (Tech) / Assistant Manager (Tech) or any other person designated for the purpose by the Competent Authority, Reserve Bank of India. As far as the operation of the provision of the Contract viz. Clause relating to settlement of disputes through arbitration, the term 'Architect' shall be read as such other person or persons as shall be nominated by the Employer for that purpose will function as Architect.

4. सक्षम प्राधिकारी को इस कार्य हेतु प्रभारी अभियंता नियुक्त करने का अधिकार है। यदि विभाग में सहायक महाप्रबंधक (तकनीकी) नहीं है, तो प्रबंधक (तकनीकी) / इस कार्य के लिए प्रभारी अभियंता के रूप में कार्य कर सकता है। इसके अलावा, यदि प्रबंधक (तकनीकी) भी नहीं है, तो समक्ष प्राधिकारी के अनुमोदन से सहायक प्रबंधक (तकनीकी) इस कार्य के लिए प्रभारी अभियंता के रूप में कार्य करेगा।

The Competent Authority has the power to designate Engineer-in-Charge for this work. In case the department does not have AGM (Technical- Civil) background in that case Engineer-in-Charge for this work can be a Manager (Tech- Civil) Further, in case of non-availability of Manager (Tech - Civil), Assistant Manager (Tech - Civil) will act as Engineer-in-Charge with due approval of Competent Authority.

5. उक्त शर्तों और इसके साथ संलग्न परिशिष्ट को इसके साथ पढ़ा जाए और उन्हें इस करार का एक हिस्सा माना जाएगा तथा पक्षकारों को उक्त शर्तों का पालन करना होगा और उक्त शर्तों के अनुसार क्रमशः अपने-अपने हिस्से का करार निष्पादित करना होगा।  
यहां योजनाएं, करार और इसमें उल्लिखित दस्तावेज इस करार के आधार होंगे।

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

6. संविदाकर्ता सिविल कार्यों, सेनेटरी कार्य और फिटिंग्स का संस्थापन, स्थायी जल आपूर्ति, इलेक्ट्रिकल संस्थापन, फिटिंग्स, लिफ्ट, टेलीफोन, एयर कंडीशनिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को करने हेतु हर यथोचित सुविधा उपलब्ध कराएगा और कार्य पूरा होने के पश्चात दीवारों, फर्शों इत्यादि को हुई किसी भी क्षति की भरपाई करेगा।

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

7. नियोक्ता को यह अधिकार होगा कि वह इस संविदा पर प्रतिकूल प्रभाव डाले बिना किसी भी कार्य को जोड़कर अथवा हटाकर अथवा उक्त कार्य के किसी भाग को किसी और से कराकर कार्य के स्वरूप में बदलाव कर सकता है।

The Employer reserves to itself the right of altering the drawings & 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.

8. समय को इस संविदा का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता इसके द्वारा औपचारिक कार्यादेश जारी होने के 14वें दिन से जैसा कि उक्त शर्तों में प्रावधान है, कार्य प्रारंभ कर देने और पूरा विनिर्दिष्ट कार्य 75 दिनों के भीतर पूर्ण कर देने पर सहमत है, तथापि यह समय विस्तार के प्रावधान के अधीन होगा।

Time shall be 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 fourteenth day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within [Comments] subject nevertheless to the provisions for extension of time.

9. इस संविदा के अंतर्गत बोलीकर्ता द्वारा किए जाने वाले सभी भुगतान केवल Patna में किए जाएंगे।

All payments by the Contractor under this Contract shall be made only at Patna

10. इस करार से उत्पन्न अथवा इससे किसी भी रूप में जुड़े सभी विवादों के बारे में यह माना जाएगा कि वे पटना में उत्पन्न हुए हैं और उन पर केवल Patna स्थित न्यायालयों को उन पर निर्णय देने का अधिकार होगा।

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

11. इस संविदा के अनेक हिस्से संविदाकर्ता द्वारा पढ़ लिए गए हैं और संविदाकर्ता द्वारा पूरी तरह से समझ लिए गए हैं। जब तक बैंक के सक्षम प्राधिकारी ने लिखित रूप में विशेष निर्देश न दिए हो तब तक संविदाकर्ता को निविदा में उल्लिखित मात्राओं के परे भुगतान नहीं किया जाएगा।

That the several parts of this Contract have been read by the Contractor and fully understood. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's competent authority.

12. संविदाकर्ता और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकर्ता करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा

अपेक्षित न हो। संविदाकर्ता नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकर्ता द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकर्ता के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

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

### **13. कार्यस्थल पर महिलाओं का यौन उत्पीड़न:**

यौन उत्पीड़न की रोकथाम संबंधी उपबंध- ठेकेदार/एजेंसी "कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगा। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

### **Sexual Harassment of Women at work place:**

- a) The contractor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (POSH 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 or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.

- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- 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 or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

#### **14. गैर-प्रकटीकरण खंड**

ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक की अवसंरचना / प्रणालियों / उपकरणों आदि, किसी भी जानकारी, सामग्री और विवरण, जो इस कार्य के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या जानकारी में आ सकती है, का किसी तीसरे पक्ष को खुलासा नहीं करेंगे और हर समय उसे सख्त गोपनीयता में रखेगा। ठेकेदार अनुबंध के विवरण को निजी और गोपनीय मानेगा और इसके तहत आने वाले दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा को छोड़कर होगा। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या कहीं भी और कार्यों के किसी भी विवरण को प्रकाशित नहीं करेगा एवं प्रकाशित करने की अनुमति नहीं देगा या खुलासा नहीं करेगा। उपर्युक्त का पालन करने में

विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपायों को आगे बढ़ाने का हकदार होगा।

**Non – Disclosure clause:**

- a) The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.
- b) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- c) The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons.

यदि संविदाकर्ता कोई साझेदारी फर्म अथवा कोई व्यक्ति हो

गवाहों की उपस्थिति में बैंक और संविदाकर्ता ने ऊपर लिखित तारीख और वर्ष को इन कागजात पर और इसकी दो प्रतिलिपियों पर अपने-अपने हस्ताक्षर किए हैं।

IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and

If the contractor is a Partnership or an Individual	two duplicates hereof the day and year first hereinabove written.
यदि संविदाकर्ता कोई कंपनी हो  If the contractor is a Company	गवाहों की उपस्थिति में बैंक ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इन कागजात पर अपने हस्ताक्षर किए हैं और संविदाकर्ता ने ऊपर लिखित तारीख और वर्ष को अपनी ओर से इस पर और इसकी दो प्रतिलिपियों पर अपनी मुहर लगवादी है।  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.

### हस्ताक्षर खंड / Signature Clause

On behalf of Reserve Bank of India

भारतीय रिज़र्व बैंक की तरफ से

(.....)

**Assistant General Manager / Manager**

On behalf of contractor

ठेकेदार की तरफ से

(.....)

**(Name of the Contractor)**

In the Presence of

(इनकी उपस्थिति में हस्ताक्षर किए गए)

In the Presence of

(इनकी उपस्थिति में हस्ताक्षर किए)

**(Witness / साक्ष्य)**

**(Witness / साक्ष्य)**

1. \_\_\_\_\_

Address (पता) \_\_\_\_\_

2. \_\_\_\_\_

Address (पता) \_\_\_\_\_

1. \_\_\_\_\_

Address(पता) \_\_\_\_\_

2. \_\_\_\_\_

Address(पता) \_\_\_\_\_

## **Section A**

### **General Instructions to Contractors and General Terms & Conditions**

Reserve Bank of India, Estate Department, Patna invites e-tenders on [www.mstcecommerce.com](http://www.mstcecommerce.com) in two parts from eligible, experienced and willing firms. Contractors needed to submit a Part I (Techno-commercial bid) and Part II (Financial bid) on the mentioned portal.

#### **1. E-tender Document:**

- i. Tender shall consist of documents (Part I & Part II). Part I contains techno-commercial conditions (all sections and annexures) along with any schedules, addendum or corrigendum, etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from [www.mstcecommerce.com](http://www.mstcecommerce.com).
- ii. Tenderers are advised to study the E-tender documents thoroughly.
- iii. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

#### **2. Obtaining of E-tender documents:**

- i. The E-tender Document / Notice Inviting Tender may be downloaded from [www.mstcecommerce.com](http://www.mstcecommerce.com)
- ii. Interested parties, if they so desire, may contact the Estate Department Officials on the phone / e-mail for further any clarification.

#### **3. Pre-bid Meeting**

Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in Notice Inviting Bid, to answer any queries / provide clarifications that the Tenderers may have in connection with the Project and to give them relevant information regarding the same.

#### **4. Amendment to E-tender Document**

- i. At any time prior to the deadline for the submission of bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective tenderer, modify the e-tender by an amendment and same will be uploaded in the form of Corrigendum on [www.mstcecommerce.com](http://www.mstcecommerce.com) for information of prospective bidders.
- ii. In order to afford prospective tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

#### **5. Preparation of Tender**

##### **a) Part I / Techno – Commercial bid:**

- i. All Sections and Annexures are the part of Technical – Commercial bid. All the sections and annexures must be signed by the Tenderers.
- ii. Tenderer must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.
- iii. Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on [www.mstcecommerce.com](http://www.mstcecommerce.com)

**b) Part II / Financial Bid:**

- I. **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of worker , all other logistic as mentioned in the tender, all taxes (**Inclusive of GST**), charges, levies, cess, insurance, transportation, entry taxes,) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. as applicable as per rules. **The successful bidder will be decided based on net quoted highest credit amount or net quoted lowest negative amount.**
- II. The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- III. The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- IV. If any columns of the price schedule are found blank than the tender of the respective tenderers shall be treated as non-responsive and will be summarily rejected by the RBI. However, Bank may also take the review in this matter as per Tender Clause. If required.
- V. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the e-tender must be attested by initials of the e-tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the e-tender void at the Bank's option. No advice of any change in rate or of conditions after the opening of the e-tender will be entertained.
- VI. The e-tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the e-tender may be rejected by the Bank.
- VII. It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Tenderers.

## **6. Period of Validity of Bids**

Bids shall remain valid for acceptance by RBI for the period indicated in the Notice Inviting Tender. This period will be further mutually extended, if required.

**7.** The Reserve Bank of India does not bind itself to accept the lowest/highest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.

**8.** On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and **deposit amount equal to 1.5 (one and half) times of the net quoted credit amount through NEFT or submit Performance Bank Guarantee worth 1.5 (one and half) times of the net quoted credit amount** (see [Annexure- II](#)) and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

**9. (a) The amount mentioned above will be treated as the security deposit. The balance amount [Security deposit – Quoted net credit amount] will be returned to the Contractor after successful completion of the work and full clearance of site and issue of the completion certificate by the Engineer-in-charge.** If the Contractor chooses to submit Performance Bank Guarantee, then the Contractor shall pay the Employer amount equal to the quoted amount after completion of the work and full clearance of site and issue of the completion certificate by the Engineer-in-charge and then the Employer will release the Performance Bank Guarantee. The amount retained by the Bank shall not bear any interest.

(b) If the Contractor abandons the work / refuses to execute the work, etc. then the Employer may forfeit the total security deposit. The decision of the Bank in this regard will be final.

## **10. Procedure for Submission of Bids**

It is proposed to have a **Two-Cover / Part System** for this tender

### **a) Techno – Commercial Bid/Part I consist of following items**

i. Part- I / Techno – Commercial Bid (all sections and annexes). Please note that prices should not be indicated in Part- I / Techno – Commercial Bid. Techno-Commercial bid may be submitted on [www.mstcecommerce.com](http://www.mstcecommerce.com)

ii. Documentary proof of Pre-qualification must be uploaded online on [www.mstcecommerce.com](http://www.mstcecommerce.com), if any.

### **b) Part II /Financial Bid**

- i. Part II / Financial Bid may be submitted on [www.mstcecommerce.com](http://www.mstcecommerce.com)
- ii. No conditional / optional quote shall be accepted.
- iii. Tenderers shall not be permitted to alter or modify their bids after receipt of their bids.
- iv. Those who have downloaded the tender are required to submit the eligibility criteria, if any.

## **11. Receipt of E-Tenders**

The e-tender bids will be accepted till the schedule time and date as referred to in the Notice Inviting Tender.

## **12. Opening of Part I**

The Technical – Commercial bids will be opened on the scheduled time and date as referred to in the Notice Inviting Tender at Estate Department, RBI Patna. The tenderers or their authorized representatives may be present, if they so desire.

## **13. Scrutiny of Part I**

- i. The Part I shall be evaluated as per the procedure indicated in the tender document.
- ii. After evaluation of the Part I, the short-listed tenderers will be intimated by emails. The decision of the Bank on Part- I shall be final and shall not be open for discussion.

## **14. Opening of Part II / Financial Bid**

The Part- II of the short-listed tenderers will be opened later and such short-listed tenderers will be intimated about the date and time accordingly. The short-listed tenderers or their authorized representatives may present, if they so desire.

## **15. Scrutiny of Part II**

The Part II shall be evaluated as per the procedure indicated in the tender. **Accordingly, the successful bidder will be decided based on net quoted highest credit amount or net quoted lowest negative amount.**

## **16. Bank has Right to vary quantities at the time of placing Order/signing of Contract.**

## **17. Bank's right to accept any Bid and to reject any or all Bids**

- a) 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 tenderer or tenderers. The Bank shall not assign any reason for rejection of any or all Bids.
- b) RBI reserves the right to cancel / annul the selection process, at any stage prior to the award of the Contract on account of the following:
  - i. In case no Bid is received.

- ii. Occurrence of any event due to which it is not possible to proceed with the selection process.
- iii. An evidence of a possible collaboration / mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- iv. On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- v. The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- vi. The Bank discourages the stipulation of any additional conditions by the tenderer.

**18. The controlled demolition agency / contractor should use modern technologies for demolition of said building/buildings.**

(Note: The built-up area of demolition done by the intending bidder / contractor to become eligible for auction bid will be considered for building / buildings demolished under single agreement / work order only.)

**19. The Contractor shall not assign the Contract or any part thereof.** He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.

**20.** The Contractor shall carry out all the work strictly in accordance with schedule of quantities, details and instructions given by Bank's Engineer. If in the opinion of the Bank's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same. The contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.

**21.** A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omissions, deductions or addition at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

**22.** The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making a tender and for entering into a contract and must examine the specifications and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.

**23.** (a) The rates quoted in the tender shall include all charges for double scaffolding (if required), centering hire for any tool and plants, shade for materials, marking out and clearing of site, watering, as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates GST, sales tax, excise duty, VAT, octroi, sales tax on works contract and any other tax and duty or other levy levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST, sales tax, excise duty, octroi or other tax, duty or levy whether existing or future, shall be entertained by the Employer.

(b) The work shall be carried out in such a manner that there shall be minimum disruption to the premises and the residents. A programme shall be drawn in consultation with the Banks Engineer for this purpose.

**24.** The Contractor should note that unless otherwise stated the e-tender is strictly on item rate 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. No claim shall be entertained on this account. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Bank's Engineer.

**25.** During the evaluation of the e-tender, the Bank may impress upon the highest bidder to submit Bank Guarantee issued by scheduled commercial bank for difference in amount between the Bank's estimate and the amount quoted by them for items(s) i.e. for the abnormally low / unworkable rates(s). The submission of the Bank guarantee becomes the pre –condition for the award of work. In case of non –submission of the bank guarantee, the Bank reserves the right to accept / reject the e-tender.

**26.** Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period, he shall be liable to pay Liquidated damages. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer.

**27.** The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the e-tender amount, subject to such variations as are provided for herein.

**28.** The successful tenderer is bound to carry out all items of work necessary for the completion of the job even though these items are not included in the quantities and rates. The Employer will issue schedule of instructions in respect of such additional items and their quantities in writing.

**29.** The successful tenderer must cooperate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

**30.** The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.

**31.** The successful tenderer should make with his own arrangements to obtain all materials required for the work.

**32.** The Contractor shall strictly comply with the provision of safety code annexed hereto. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

**33.** Income Tax, service tax, Trade taxes, GST or other tax shall be deducted as applicable.

**34.** The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.

**35. **The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws.**** It is obligatory for the agency or contractor to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by agency or contractor. The agency or contractor shall ensure payments of Employees' State

Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labours employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the agency or contractor along with levying penalty as per the terms and conditions of the contract. No extra payment over & above quoted rates shall be made to the agency or contractor on this account. The agency or contractor shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI."

- 36.** The workmen will not be allowed to stay within the premises.
- 37.** The water required for the work or workmen can be availed from the available source free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
- 38.** The electric power required for the work can be drawn from the supply available at site at free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
- 39.** Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.

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

Signature of tenderer \_\_\_\_\_

Witness:

Address \_\_\_\_\_  
\_\_\_\_\_

Place:

Date:

## **Section B**

### **GENERAL RULES, TERMS AND CONDITIONS OF CONTRACT**

1. E-tenders are invited from the experienced Buildings Demolition Contractors for the Controlled demolition of the existing residential building (comprising of flat nos. 193-224) situated in Reserve Bank of India residential premises at Digha, Patna disposing of unserviceable materials and for giving 'credit' to materials having scrap/ salvage value of the building.
2. The existing building is about 36 years old and consists of Ground + 3 floors, each floor measuring about 1165 sqft built up area of each block, Load bearing masonry structure with RCC slabs. The area and materials mentioned above are approximate and only indicative. The approximate plan of the buildings is available in Reserve Bank's Patna office for verification.
3. The tenderers shall demolish the complete building structure (including super structure and substructure), flooring of the backyard, the outer compound walls, etc., available within the above mentioned blocks and dispose of the all the debris & other unserviceable material, **transporting the same to the Patna Administration Authorised dumping sites, with due permissions of the local authorities, at their own cost**. After accounting for the cost of controlled demolition, disposal of debris & unserviceable materials as above, the tenderers shall quote the maximum amount that can be offered to the Bank for the serviceable materials.
4. The entire work is to be completed in all respects **within 75 days** from the date of handing over the possession of the building. The work shall be commenced within fourteen from the date of issue of work order issued by the Bank or the date of handing over of site whichever is later. The time is the essence of the contract and shall be strictly observed by the contractor.
5. The intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The tenderer should quote, considering all the site conditions including traffic restrictions for transport etc., for proper execution of the work. The successful tenderer will not be entitled to any claim of/and compensation for difficulties faced or losses incurred, damages suffered on account of any site conditions.
6. The contractor whose tender is accepted by the Bank will be required to deposit, within a week from the date of acceptance, **an amount equal to 1.5 times the net quoted credit amount**, as total security deposit for the due fulfilment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto.

As an alternative to the Security Deposit as mentioned above, the successful contractor may furnish a Performance Bank Guarantee for the above amount for due performance of the contract from a Scheduled Commercial / Nationalised Bank valid for the contract period and as per the format approved by the Bank.

7. The security deposit of the contractor whose tender is accepted shall be forfeited in full in case the Contractor does not start / complete the work by stipulated date mentioned in the work order issued by the Bank.

8. The acceptance of the tender will rest with the Reserve Bank of India which does not bind itself to accept the highest tender and reserves to itself the authority to reject any or all the tenders without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the contractors who resort to canvassing are liable for rejection.

9. The Contractor shall conform to the provisions of all local Bye-laws and acts relating to the demolition work and to the regulations etc. of the government and Local authorities, Patna Municipal Corporation, Utility Service Providers, like Patna Electricity Board (Sector 20), BSNL, etc, including cordoning off the property from neighbouring properties with proper arrangement like zinc / Mild-steel sheet barricading to avoid dust, noise to the occupants of the neighbouring buildings etc. The amount should be quoted after considering the cost and liabilities for license fees etc, if any, in complying with the regulations of local authorities. Under no Circumstances shall blasting be allowed in the controlled demolition.

10. The contractor shall take an all-risk policy for any damage to the neighbouring structures.

11. Before taking up the demolition of the building, the contractor shall ensure proper dis-connection of Electrical power to the building and dis-connection of water supply and sanitary connection to the building.

12. The contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code. The contractor shall be responsible and should indemnify the Bank for all injury/damages/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness, and accident or neglect of himself or of any of his workmen/representatives.

13. The contractor should indemnify the Bank from any claims, damages, losses on account of any accident, death, injuries suffered by his employees, agents, labourers, assignees or any other outside third parties. In the event of any such claims, it should be at sole responsibility of the contractor. The indemnity bond format is enclosed to this document.

14. The contractor shall comply with the provisions of all labour legislations and shall keep the employer saved harmless and indemnified against any claims.

15. The Security deposit will be paid back to the contractor after adjusting the credit amount quoted for the serviceable material only after all the demolition work is completed and all the debris/unserviceable materials are cleared from the site to the satisfaction of the Bank within the stipulated time period. If the work is not completed in all respects within the time schedule mentioned, the bank will forfeit the security

deposit and terminate the contract.

16. All taxes including GST or any other tax like work contract tax, turn-over-tax, etc, in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in this respect.

17. The contractor shall give the list of his relatives working with the Bank along with their designation and address. No employee of the Bank is allowed to work as a contractor for period of two years from his retirement from Bank service without previous permission from the Bank.

The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be an employee of the Bank as aforesaid.

18. The tender document consists of Notice inviting tender, general rules, terms and conditions of contract and tender offer. All these components form part of the tender. It is obligatory on the part of the tenderer to tender and sign for all the component parts.

19. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.

20. After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the RCC columns, etc., the Bank shall refund to the successful contractor the security deposit in excess of the quoted amount. The completion certificate shall be as certified by Bank's Engineer-in-Charge of the Demolition Assignment. The decision of the Bank shall be final in this regard. In case the contractor fails to complete the controlled demolition works and clear the debris in time, in such an event Bank shall forfeit the security deposit and shall get the incomplete and unfinished work done through some other agency at the cost of the contractor. Any expenditure incurred by the Bank in undertaking the incomplete works shall be borne by the Contractor.

21. In the event of any dispute between the Bank and the contractor which cannot be settled mutually, the same shall be resolved under the Arbitration Act in force by means of appointing a sole arbitrator appointed by the Competent Authority of the Bank. The decision of the arbitrator shall be final and binding on both the parties

22. For any clarification / site inspection, the following may be contacted:

## Section C

### Safety Code

1. No minor shall be employed in the work of demolition work. The contractor shall pay his labourers not less than the minimum wages paid for similar work in Patna.
2. There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Precautionary measures need be taken prior to taking up actual dismantling of a structure. All the persons engaged for the demolition work shall be adequately insured and labour license obtained in respect of them by the Purchaser at his sole cost and responsibility.
4. While demolishing the existing unsafe buildings, any nuisance to the neighbourhoods shall not be created and damage to the other adjacent buildings shall not be done. The dismantled materials /scaffolding shall not be stacked in the common area. Due care shall be taken to ensure that all other installations like, street light poles, feeder pillars, fire hydrants, etc. shall not get damaged.
5. The buildings to be dismantled may have some damaged or cracked members not exposed to vision. Hence, prior to commencement of dismantling, elaborate examination of the structure need be made to find out any such thing, if any and taking precautionary measures by adequately protecting the part of the structure by temporary supporting structures by propping etc. shall be done to prevent collapse of the structure or its part during the operation of dismantling.
6. The area of the site with the structure and at least 5.0 m around beyond the structure should be barricaded before commencing any demolition activity. Signs displaying that the structure is under demolition and proper lighting arrangement with red alert lights should be provided.
7. All the service connections, like electric supply, water supply, gas supply, telephone, sewer, firefighting hydrants, gardening hydrants, etc. shall be disconnected prior to any demolishing activity at site. Since these service connections are common to all the buildings, care is required to be taken for NOT disconnecting the services to functional buildings.
8. All necessary arrangements should be made prior to actual commencement of demolition work and proper signs, displaying the arrangement that demolition work is in progress, should be placed at prominent places.
9. It is always desirable that the demolition work should preferably be done during daytime. However, if such work has to be carried out at night, proper prior permission from Bank's Engineer shall be obtained apart from making proper lighting arrangement with warning signals and red alert signals. Watchmen should be necessarily provided to avoid probable accidental injuries, if any, to workers or members of public at large.

10. Quick removal of the dismantled materials is necessary so that the space inside is free for movement of the workers and vehicles as and when necessary. The entrance and exit of the site must be kept free to ensure quick removal of the dismantled materials.
11. Fragile materials like glass etc. fixed on the structure shall be removed earlier separately before actual commencement of demolition of structure.
12. Frequent checking of the temporary supporting structures need be made to avoid any disaster from them.
13. Materials of dismantled building, rubbish, malba, etc. shall be removed and disposed of outside Campus / RBI site as soon as it accumulates in one removable unit (truck/tempo load) of quantity either by mass or volume or even less than that whenever specifically directed by the Engineer-in-Charge.
14. During the course of demolition, if any mishap occurs, it will be entirely at the demolishing agency's risk and cost and peril and any compensation payable is to be borne by the demolishing / purchasing agency.
15. The demolition activity is to be planned in such a way that it produces the least noise.
16. The dust during demolition is to be restricted by spraying water to avoid particulate pollution in the air.
17. Necessary care should be taken while disposal of rubbish / malba / debris / dismantled materials that there will not be any spillage. The vehicle carrying such materials should be duly covered / equipped with suitable arrangement.
18. Necessary permission to dump debris on the dumping ground, if any, may be obtained by the Purchaser (bidder / contractor) from the concerned authority at his own cost.
19. All the workers engaged in demolition activity shall be got suitably insured by the bidder / demolishing contractor under his sole cost and responsibility by paying necessary consideration / premium for the same.
20. The entire work from arranging the precautionary measures to clearing the site including removal of the dismantling materials should be programmed carefully with due consideration of the sequences of the activities and their required duration, so that the work may be carried out smoothly and no hindrance to the work is caused during progress of the work.
21. The dismantling shall be carried out systematically and from the top downwards, story by story. Lowering of the dismantling material from the upper floor also shall be done carefully and the system to be adopted need be monitored properly to avoid any accident.
22. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.

23. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding the ladder.

24. 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; minimum height shall be one meter.

25. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.

26. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete shall be provided with protective footwear and rubber hand-gloves.

27. The ropes used in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.

28. This is an occupied premises and access to site will be provided based on convenience of Bank. The whole of the works included in the contract shall be executed by the Contractor and the Contractor is not sublet the work thereof or any interest therein, The Contractor shall be responsible for all injuries or damages to persons, animals or things and for all damage to property, which may arise from any act of omission on the part of the Contractor. 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 indemnify and keep indemnified the Engineer-in-charge 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 any such third-party claims.

29. The Contractor shall ensure the safety requirements laid down by the local authority. The Contractor shall be responsible and should indemnify the RBI for all injury/damages/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness and accident or neglect of himself or of any of his workmen/representatives.

30. The contractor should indemnify the RBI from any claims, damages, losses on account of any accident, death, injuries suffered by his employees, agents, labourers, assignees or any other outside third parties. In the event of any such claims, it should be at sole responsibility of the contractor. The contractor shall comply with the provisions of all labour legislations and shall keep the employer saved harmless and indemnified against any claims.

31. The contractor shall indemnify and keep indemnified the RBI against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard. The Contractor shall be wholly and solely responsible for full compliance of the provisions under all labour laws or regulations such as the Payment of Gratuity Act, 1972, the Employee Provident Fund and Miscellaneous Provisions Act, 1952, Employees Liability Act, 1938, Workman Compensation Act, 1920, the Maternity Benefit Act, 1961 etc., each one of them as modified and as applicable on date. All the laws and rules there under made by the statutory bodies from time to time, having bearing on the performance of the works hereunder the Contractor assumes liability and hereby agrees and undertakes to indemnify and hold harmless the CPWD from every expenses, liability or payment by the reason of the application or violation of such laws, rules or regulations existing or to be introduced at a future date during the currency of the agreement. That the contractor shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at site in their respective names before submitting the bill for the subsequent month. That all precautions will be taken by the contractor towards the safety of its employees and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc. to its employees.

32. Insurance in respect of damage to person and property:

(a) 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 BANK 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 BANK, **an All Risks Policy for Insurance for the full amount of the contract** including earth quake risk in the joint names of the BANK and the CONTRACTOR (the name of the Bank 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 BANK before commencing the works.

- (b) 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.
- (c) The CONTRACTOR shall also indemnify and keep indemnified the BANK against all claims which may be made against the BANK 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 BANK a policy of Insurance in the joint names of the BANK and the CONTRACTOR (name of the Bank being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The vendor will submit work man compensation insurance policy for working men at its own cost.
- (d) The minimum limit of the coverage under the policy shall be ₹2.00 Lakh per person for any one accident including third party liability or occurrence and ₹10.00 Lakh in respect of damage to property for any one accident or occurrence. The CONTRACTOR shall also indemnify the BANK against all claims which may be made upon the BANK, whether under the Workmen Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the CONTRACTOR or SUB -CONTRACTOR and shall be at his own expense, effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the BANK a policy of Insurance against such risks and deposit such policy or policies with the BANK from time to time during the currency of this contract.
- (e) In default of the CONTRACTOR insuring as provided above, the BANK may so insure and may deduct the premiums paid from any money due or which may become due to the CONTRACTOR.
- (f) 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.
- (g) The CONTRACTOR shall also indemnify and keep indemnified the BANK against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.
- (h) Without prejudice to the other rights of the BANK against CONTRACTORS in respect of such default, the BANK shall be entitled to deduct from any sums payable to the CONTRACTOR the amount of any damages, compensation costs, charges and other expenses paid by the BANK and which are payable by the CONTRACTOR under this clause.

- (i) 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.
- (j) The CONTRACTOR, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the BANK may deem fit, but shall, however, not be entitled to reimbursement by the BANK of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
- (k) 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 BANK 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.

33. The Contractor shall ensure that no plant / tree /horticulture work is damaged during the demolition work or removal of debris.

34. Disposal of debris in environment friendly manner has to be ensured by the Contractor.

Place:

Signature of Contractor with Seal

Name & Address

Date:

Telephone / Mobile No.

## **Section D**

### **FIRE SAFETY CODE**

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- vii. 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.
- viii. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- ix. None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- x. None of the fire extinguishers shall be removed/shifted from its designated location.
- xi. Power supply shall be switched off from the mains when equipment is not in use.
- xii. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the tenderer:

Date:

Address:

**Annexure- I****Appendix therein Before Referred**

a	Estimated cost of demolition and disposal	<b>₹22,32,071.86 (including taxes)</b>
	Total Scrap value	<b>₹23,33,135.00</b>
	<b>Estimated amount of credit</b>	<b>₹1,01,063.14</b>
c	Security Deposit by successful bidder/tenderer	1.5 times (one and half times) of the net quoted credit amount through NEFT or in the form of Bank Guarantee
d	E-Tender documents can be downloaded from	<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>
e	Date & time of opening of Part-II (Financial Bids)	Shall be intimated to all eligible / shortlisted tenderers after scrutiny of Techno – Commercial bids.
f	Commencement Date	As specified in the work order.
G	Validity of the e-tender	90 days from the date of opening of Techno – Commercial bid
H	All disputes arising shall be subject to the jurisdiction	Patna
I	Date of commencement	14 <sup>th</sup> day from the issuance of the work order or handing over the site of work whichever is later.
J	Date of completion	<b>75 days from the 14<sup>th</sup> day of issuance of work order.</b>
K	Contact person for communication in connection with this e-tender.	Shri Shubh Raj (mob. 7303612701, email : <a href="mailto:shubhraj@rbi.org.in">shubhraj@rbi.org.in</a> ) Shri Mayank Raj (mob. 8102478560, email : <a href="mailto:mayankraj@rbi.org.in">mayankraj@rbi.org.in</a> )
I	Liquidated Damages	The recovery of Liquidated Damages shall be made at the rate of 0.25% of the estimated total cost of demolition and disposal per week and subject to a maximum 10% of the estimated total cost of demolition and disposal.

m	Installment of Security Deposit to be refunded	<b>The balance amount [Security deposit – Quoted credit amount] will be returned to the Contractor after successful completion of the work and full clearance of site and issue of the completion certificate by the Engineer-in-charge.</b> If the Contractor chooses to submit Performance Bank Guarantee, then the Contractor shall pay the Bank amount equal to the quoted amount after completion of the work and full clearance of site and issue of the completion certificate by the Engineer-in-charge and then the Bank will release the Performance Bank Guarantee.
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Name & Signature of tenderer

Date:

Place:

Contact/Mob. No.-

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY  
DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

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

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

Madam / Dear Sir,

**Controlled demolition including disposal of unserviceable materials and giving credit (value in terms of money) for taking away the materials having scrap/ salvage value from the buildings (G + 3 floors) (Flat nos. 193 to 224) and scooter parking area in Residential colony of Reserve Bank of India situated at Digha.**

**Bank Guarantee for PERFORMANCE SECURITY DEPOSIT**

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹\_\_\_\_\_ (\_\_\_\_\_ ONLY) (Amount in figures and words) for the due fulfillment 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 ₹\_\_\_\_\_ (\_\_\_\_\_ ONLY) as Performance Guarantee for due fulfillment 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 ₹\_\_\_\_\_ (\_\_\_\_\_ 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 ₹\_\_\_\_\_ (\_\_\_\_\_ Only).
2. We also agree to undertake to and confirm that the sum not exceeding ₹\_\_\_\_\_ (\_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

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

not exceeding ₹ \_\_\_\_\_  
(\_\_\_\_\_  
Only).

b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_  
(\_\_\_\_\_  
Only).

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

d) This guarantee shall remain in force up to \_\_\_\_\_ (60 days beyond the Defect liability 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.

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

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

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

Signature of authorized Bank Official

Name:

Designation:

Stamp / Seal of the Bank

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

Witness 1

Signature .....

Name .....

Address .....

.....

.....

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

**Annexure- III**

**Details of Bankers of the Tenderer**

The details of our bankers are as below:

<b><u>Sr. No.</u></b>	<b><u>Particulars</u></b>	<b><u>To be filled by tenderer</u></b>
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	The period from which the firm has been banking with Bank	

Please upload a scanned copy of cancelled cheque leaf.



**RESERVE BANK OF INDIA**

**ESTATE DEPARTMENT  
PATNA**

**Part- II**

(Unpriced Bill of Quantities)

**E-Tender**

**For**

**Controlled demolition including disposal of unserviceable materials and giving credit (value in terms of money) for taking away the materials having scrap/ salvage value from the buildings (G + 3 floors) (Flat nos. 193 to 224) and scooter parking area in Residential colony of Reserve Bank of India situated at Digha.**

**RBI/Patna Regional office/Estate/11/25-26/ET/336[Controlled demolition at DSQ]**

**Name of the Tenderer:**

**Address:**

**(Note: Don't quote the rate in this document. All rates must be quoted online in MSTC portal. All the items in the charts are shown as representational purpose only)**

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## Schedule of work

S. No.	Description of work	Qty	Unit
1.	<p>(i)Carefully dismantling / demolishing mechanically (using latest technology, machineries, tools etc.) the existing <b>three storey (G+3 floor) comprising 31 nos. Class IV flats plus 1 no. parking</b> including RCC framed Structure, any type of foundation, plinth protection, flooring, RCC slabs, beams, columns, masonry walls, doors, windows, ventilators, plumbing/ sanitary fitting and fixtures, with brick walls, staircase, parapet, electrical installations and all other items, to its full height above ground level and sub-structure up to a depth of 4 feet from Ground level through crushing jaw excavators / equivalent equipment so as to keep the noise to minimum, controlling the dust and noise generated to the minimum extent possible by spraying water and tactfully executing the work etc, without any damages and hindrances to functioning of adjacent buildings/amenities or properties. Proper stacking and disposing of all the debris / malba/ unserviceable material at authorized dumping sites including all lead and lift, cleaning and levelling the site all complete all as required and as directed by Bank's Engineer. The demolition of the building up to plinth level shall be done and leveling the ground with proper compactor/ water ramming etc.</p> <p>ii) Rates shall also include providing &amp; removing suitable strong Steel tubular scaffolding, erection &amp; removal of barricades around work site.</p> <p>iii) Stacking the materials at site of work the materials having salvage / scrap value to be</p>	1	One Job

	<p>disposed of under item No.: 1(ii) below under rebate.</p> <p>Tentative list of items are as follows</p> <table> <thead> <tr> <th>Description</th><th>Quantity</th><th>Unit</th></tr> </thead> <tbody> <tr> <td>Demolition of Brick</td><td></td><td></td></tr> <tr> <td>work</td><td>489.8</td><td>cum</td></tr> <tr> <td>Demolition of RCC</td><td>346.27</td><td>cum</td></tr> <tr> <td>Dismantling doors</td><td></td><td></td></tr> <tr> <td>windows</td><td>372</td><td>no.</td></tr> <tr> <td>Disposal</td><td>346.27</td><td>cum</td></tr> <tr> <td>Quantity for parking area will be 30% of the quantity of 1 no. flat.</td><td></td><td></td></tr> </tbody> </table>	Description	Quantity	Unit	Demolition of Brick			work	489.8	cum	Demolition of RCC	346.27	cum	Dismantling doors			windows	372	no.	Disposal	346.27	cum	Quantity for parking area will be 30% of the quantity of 1 no. flat.				
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2.	Rebate for taking away the materials having scrap/salvage value viz. steel reinforcement, bricks, steel windows, ventilators, door frames, wooden door shutters, plumbing and sanitary items, carpentry/hardware items, electrical wires and other electrical items or any other scrap items stacked/available out of dismantled works specified in item no. 1(i) above with the approval of Bank's Engineer.	1	One Job																								
	<p><b>NOTE:</b></p> <p>i) <b>Quantity may be varied between 10% to 20% and any type of claim cannot be entertained if claimed by the Contractor.</b></p> <p>ii) The contractor advised to visit the site including assessment of site conditions, material handling and any other factors that may affect the execution of work and inspect the working conditions thoroughly before quoting the rates.</p>																										

	<p>The quoted rates shall be deemed to include all contingencies arising from site conditions. <b>No claim for extra payment shall be entertained later on the grounds of lack of knowledge about the site conditions.</b></p> <p><b>iii) Ensure removal of debris generated from the demolition work on regular interval.</b></p>																																									
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Date:

Place:

SIGNATURE OF THE TENDERER WITH  
SEAL: