



भारतीय रिज़र्व बैंक
संपदा विभाग
सी.बी.डी. बेलापुर

ई-निविदा आमंत्रण सूचना (एनआईटी)

(केवल ई-खरीद के माध्यम से)

महत्वपूर्ण जानकारी एवं निविदा की अनुसूची (एसओटी)

(e-Tender No: RBI/Belapur Regional office/Estate/14/23-24/ET/606[AMC for Maintenance of AC])

कार्य का नाम:	'दैनिक संचालन, रखरखाव - सेंट्रल एयर कंडीशनिंग (एसी) प्लांट और सहायक कार्य' के लिए बैंक के मुख्य कार्यालय भवन, एच.एच. निर्मलादेवी मार्ग, सीबीडी बेलापुर, नवी मुंबई-400614 में वार्षिक रखरखाव अनुबंध के लिए ई-निविदा।
ई-निविदा आमंत्रण की तिथि एवं समय	05 मार्च 2024 को 17:00 बजे
बोली-पूर्व बैठक की तारीख और समय	11 मार्च 2024 को 15:00 बजे दूसरी मंजिल, संपदा कक्ष, आरबीआई बेलापुर।
ई-निविदा प्रस्तुत करने की अंतिम तिथि	18 मार्च 2024 को 14:00 बजे
ई-निविदा खोलने की तिथि और समय	18 मार्च 2024 को 14:15 बजे

ई-प्रोक्योरमेंट वेबसाइट के माध्यम से ई-निविदा आमंत्रित -

<https://www.mstcecommerce.com/eprocn>

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



भारतीय रिज़र्व बैंक
संपदा विभाग
बेलापुर

(e-Tender No: RBI/Belapur Regional office/Estate/14/23-24/ET/606)

ई-निविदा आमंत्रण सूचना
(केवल सूचीबद्ध विक्रेता के माध्यम से)

‘दैनिक संचालन, रखरखाव - सेंट्रल एयर कंडीशनिंग (एसी) प्लांट और सहायक कार्य’ के लिए बैंक के मुख्य कार्यालय भवन, एच.एच. निर्मलादेवी मार्ग, सीबीडी बेलापुर, नवी मुंबई 400614 में वार्षिक रखरखाव अनुबंध।

भाग I

बोलीकर्ता का नाम: _____

पता: _____

ई-निविदा आमंत्रण की तिथि एवं समय – 05 मार्च 2024 को 17:00 बजे।

बोली पूर्व बैठक की तारीख और समय – 11 मार्च 2024; को 15:00 बजे, संपदा कक्ष, द्वितीय तल,
आरबीआई, बेलापुर

ई-निविदा जमा करने की अंतिम तिथि – 18 मार्च 2024; 14:00 बजे.

ई-निविदा खोलने की तिथि और समय – 18 मार्च 2024; 14:15 बजे.

यह दस्तावेज़ भारतीय रिज़र्व बैंक (RBI) की संपत्ति है। आरबीआई की लिखित अनुमति के बिना, उक्त उद्देश्य के लिए आरबीआई को जवाब देने के उद्देश्य को छोड़कर, इसे किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा, कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। यहां निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए अधिकृत कर्मियों/एजेंसियों द्वारा भी इस दस्तावेज़ की सामग्री का उपयोग सख्त वर्जित है और यह कॉपीराइट का उल्लंघन माना जाएगा और इस प्रकार, भारतीय कानून के तहत दंडनीय होगा।

e-tender invited through e-procurement website: <https://www.mstcecommerce.com/eproc>

‘दैनिक संचालन, रखरखाव - सेंट्रल एयर कंडीशनिंग (एसी) प्लांट और सहायक कार्य’ के लिए बैंक के मुख्य कार्यालय भवन, एच.एच. निर्मलादेवी मार्ग, सीबीडी बेलापुर, नवी मुंबई 400614 में वार्षिक रखरखाव अनुबंध के लिए ई-निविदा।

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भारतीय रिज़र्व बैंक
संपदा कक्ष, बेलापुर

‘दैनिक संचालन, रखरखाव - सेंट्रल एयर कंडीशनिंग (एसी) प्लांट और सहायक कार्य’ के लिए बैंक के मुख्य कार्यालय भवन, एच.एच. निर्मलादेवी मार्ग, सीबीडी बेलापुर, नवी मुंबई 400614 में वार्षिक रखरखाव अनुबंध के लिए ई-निविदा।

1. ‘दैनिक संचालन, रखरखाव - सेंट्रल एयर कंडीशनिंग (एसी) प्लांट और सहायक कार्य’ के लिए बैंक के मुख्य कार्यालय भवन, एच.एच. निर्मलादेवी मार्ग, सीबीडी बेलापुर, नवी मुंबई 400614 में वार्षिक रखरखाव अनुबंध के लिए दो भागों (भाग-I और II) में ई-निविदाएं आमंत्रित की जाती हैं। इस कार्य की अनुमानित लागत 10,20,000/- रुपये है और संविदा काम 01 अप्रैल 2024 से शुरू किया जाएगा। यह नोट किया जाना चाहिए कि संविदा की वैधता 3 (तीन) वर्ष संतोषजनक कार्य-निष्पादन के आधार पर प्रत्येक वर्ष नवीनीकृत की जाएगी) है।
2. ई-टेंडर फॉर्म केवल 2023-26 की अवधि के लिए आरबीआई, बेलापुर कार्यालय द्वारा बनाए गए पैनल वाले विक्रेताओं की सूची में सूचीबद्ध विक्रेताओं को जारी किए जाएंगे।
3. ई-निविदा दस्तावेज एमएसटीसी की वेबसाइट यानी www.mstcecommerce.com पर 05 मार्च 2024 को 17:00 बजे उपलब्ध होंगे। इस ई-निविदा को अनिवार्य रूप से एमएसटीसी वेबसाइट यानी, www.mstcecommerce.com के माध्यम से भरना/ऑनलाइन प्रस्तुत करना होगा। ई-निविदा प्रस्तुत करने और जमा करने की अंतिम तिथि 18 मार्च 2024 को 14:00 बजे तक है। ई-निविदा का भाग I, 18 मार्च 2024 को 14:15 बजे खोला जाएगा। विक्रेताओं द्वारा ई-निविदा प्रस्तुत करने की प्रक्रिया पर विस्तृत दिशानिर्देश निविदा की अनुसूची (एसओटी) के बाद अनुबंध 1 में उल्लिखित किए गए हैं। सहायक दस्तावेजों के साथ ई-निविदा दस्तावेज के भाग I की जांच के बाद, यदि किसी भी ठेकेदार के पास आवश्यक पात्रता नहीं पाई जाती है, तो उनकी ई-निविदाएं बैंक द्वारा आगे की प्रक्रिया के लिए स्वीकार नहीं की जाएंगी।
4. आवेदकों/निविदाकर्ताओं को निविदा में उल्लिखित सभी अनुलग्नक/दस्तावेज उपरोक्त वेबसाइट पर अपलोड करने होंगे।
5. बैंक अपने ग्राहकों और बैंकरों से निविदाकर्ता के पिछले कार्य-निष्पादन पर रिपोर्ट प्राप्त करेगा। बैंक निविदाओं के भाग-II को खोलने से पहले उक्त रिपोर्ट का मूल्यांकन यदि किसी भी निविदाकर्ता के पास किसी भी समय निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है और/या उसके

ग्राहकों और/या उसके बैंकरों से प्राप्त उसकी कार्य-निष्पादन रिपोर्ट असंतोषजनक पाई जाती है, तो बैंक उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है। निविदा का भाग-1 खुलने के बाद भी उसकी ईएमडी उसे उसी रूप में वापस कर दी जाएगी। बैंक ऐसा करने के लिए कोई कारण बताने के लिए बाध्य नहीं है।

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

स्थान: बेलापुर

दिनांक: 05 मार्च 2024

प्रभारी मुख्य महाप्रबंधक, बेलापुर

निविदा की अनुसूची

नोट: यह एक सीमित निविदा है। केवल वे बोलीदाता/विक्रेता जो संबंधित श्रेणी के तहत नीचे दिए गए ऐसे कार्यों के लिए भारतीय रिज़र्व बैंक, बेलापुर में विक्रेता के रूप में सूचीबद्ध हैं, इस निविदा में भाग लेने के लिए पात्र हैं। बोलीदाताओं को सलाह दी जाती है कि वे भाग लेने से पहले इस निविदा के लिए अपनी पात्रता के संबंध में आरबीआई, बेलापुर से पूछताछ कर लें।

1. ई-निविदा सं	RBI/Belapur Regional office/Estate/14/23-24/ET/606
2. कार्य का नाम	'दैनिक संचालन, रखरखाव - सेंट्रल एयर कंडीशनिंग (एसी) प्लांट और सहायक कार्य' के लिए बैंक के मुख्य कार्यालय भवन, एच.एच. निर्मलादेवी मार्ग, सीबीडी बेलापुर, नवी मुंबई 400614 में वार्षिक रखरखाव अनुबंध के लिए ई-निविदा।
3. निविदा का प्रकार:	ई-प्रोक्योरमेंट प्रणाली, ऑनलाइन (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - वित्तीय बोली) वेबसाइट https://www.mstcecommerce.com/eprocn के माध्यम से
4. पार्टियों को वेबसाइट https://www.mstcecommerce.com/eprocn पर (संपूर्ण निविदा दस्तावेजों के साथ) डाउनलोड करने के लिए दिनांक और समय	05 मार्च 2024 को 17:00 बजे से।
5. बोली पूर्व बैठक की तारीख एवं स्थान	11 मार्च 2024 को 15:00 बजे. स्थान: - संपदा विभाग, भारतीय रिज़र्व बैंक, दूसरी मंजिल, सीबीडी, बेलापुर, नवी मुंबई - 400416।
6. कार्य की अनुमानित लागत:	रु.10,20,000/- (दस लाख बीस हजार रुपये मात्र)
7. उद्धृत दर की वैधता	एक वर्ष (संतोषजनक कार्य निष्पादन के आधार पर प्रत्येक वर्ष नवीनीकरण किया जाएगा)
08. HTTPS://WWW.MSTCECOMMERCE.COM/EPROCN पर तकनीकी-वाणिज्यिक बोली और वित्तीय बोली की बोली शुरू होने की तारीख	05 मार्च 2024 को 17:00 बजे

9. तकनीकी-वाणिज्यिक बोली और वित्तीय बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	18 मार्च 2024, को 14:00 बजे तक
10 भाग-I (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय	18 मार्च 2024 को 14:15 बजे
11. भाग-II (अर्थात वित्तीय बोली) खोलने की तिथि और समय	सिस्टम जनरेटेड मेल/संदेश के माध्यम से सूचित किया जाएगा।
12. लेनदेन शुल्क	ई-प्रोक्योरमेंट में भागीदारी के लिए शुल्क एमएसटीसी गेटवे/एनईएफटी/आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में या मेसर्स एमएसटीसी लिमिटेड द्वारा सलाह के अनुसार मेसर्स एमएसटीसी लिमिटेड को दिया जाएगा।
13. पोर्टल से डाउनलोड हेतु निविदा शुल्क	शून्य
14. निष्पादन बैंक गारंटी (पीबीजी)	संविदा राशि का 10%. यह निष्पादन गारंटी प्रारंभ में 01 अप्रैल, 2024 से पूरा होने की निर्धारित तिथि से 3 महीने अधिक समय तक वैध रहेगी। "निविदा में निर्धारित अनुसार निष्पादन बैंक गारंटी जमा करना सुनिश्चित किया जाएगा। अपरिहार्य परिस्थितियों में जमा करने में देरी के मामले में, निष्पादन बैंक गारंटी जमा करने में देरी के लिए शुल्क बैंक दर पर ठेकेदार के बिलों से वसूल किया जाएगा।

Important instructions for e-tender

This is an e-tender event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of e-tendering

(A) Registration: -

The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. 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 price bid and the commercial bid has to be submitted on-line at <https://www.mstcecommerce.com/eprocn>

(1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → New Common Portal → Register as Vendor Filling up details and creating own user id and password → Submit.

(2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. Bidders are advised to refer to the VENDOR GUIDE and VIDEO GUIDE available under "VIEW VIDEO" Link at www.mstcecommerce.com/eprocn for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e-tender).

Contact person (MSTC):

- a. Mr Tanmoy Sarkar, Deputy Manager- tsarkar@mstcindia.co.in Mobile 08349894664
- b. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile 09987758430
- c. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
- d. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
- e. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789
- f. Google hangout ID- (for text chat)- mstceproc@gmail.com
- g. Technical support staff – 022-22870471

Contact person (RBI Belapur):

- 1. Shri Ashish Chourasia, Assistant Manager, MOB: 8239999157
- 2. Shri Akshay Chourasia, Manager, MOB: 8210215234

(B) System Requirement: -

- i) Windows 7 and above Operating System
- ii) IE-9 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 8 update 161 and above software to be downloaded and installed in the system (File Name- Windows X86 Offline)

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level

Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.

2. (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.

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

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

4. Vendors are instructed to use Attach Documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of vendor guide. Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

5. All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)

6. (i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.

(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see Website www.mstcecommerce.com/eprocn of MSTC Ltd.

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

8. Bidding in e-tender:

(a) Bidder(s) need to submit EMD to be paid through NEFT, the scan copy of transaction details shall be uploaded with the tender or email to estatebelapur@rbi.org.in to be eligible to bid online in the e-tender. No interest will be paid on EMD.

(b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

(c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal. → Vendor Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.

(d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, then the bidder will not be able to save/submit his bid.

(e) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.

NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the "Final Submission" button has been clicked by the bidder.

(f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

(g) During the entire e-tender process, the bidders will remain completely anonymous

to one another and to everybody else.

(h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

(i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter supplier.

(j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

(k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.

(l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

(m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.

9. Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

10. No deviation to the technical and commercial terms & conditions are allowed.

11. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

12. RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

13. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn of MSTC Ltd.

14. The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

15. The bid will be evaluated based on the filled-in technical & commercial formats

16. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Section-I

Form of e-Tender

To,

The Chief General Manager
Reserve Bank of India
Estate Cell,
Belapur

Madam / Dear Sir,

We have carefully examined the schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the e-Tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the Tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work (s)	Annual Maintenance Contract for 'Day to Day Operation, Maintenance - Central Air-Conditioning (AC) Plant and Ancillary work' at Bank's Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614
(b)	Estimated cost	Rs.10,20,000/- (Rupees ten lakh twenty thousand thousand only)
(C)	Validity of quoted rate	One year (to be renewed every year based on satisfactory performance)

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated

in the conditions contained in the e-Tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor.
5. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2024

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with

name, address and date

(2) Signature with

name, address and date

Section-II

Articles of Agreement

ARTICLES OF AGREEMENT made on the _____ day of _____ between the Reserve Bank of India, (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

WHEREAS the Bank is desirous to carry out **Annual Maintenance Contract for 'Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work' at Bank's Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614** and has caused specifications describing the works to be one.

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

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the General Instructions/ Scope of work/Instructions to be carried out during the Annual Maintenance Contract, Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder(hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

The contractor hereby agrees to undertake & carry out the "**Annual Maintenance Contract for 'Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work' at Bank's Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614**" for the period of April 01, 2024 to March 31, 2025. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, General Instructions / Scope of work/Instructions to be carried out during the Annual Maintenance Contract, the Contractor shall upon and subject to the said Conditions execute and complete the work in the said Specifications and the Schedule of Quantities (mentioned in Part I/II of the tender).

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

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.

This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the **Annual Maintenance Contract for 'Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work' at Bank's Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614** to be paid for according to actual work done as per BOQ at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to captioned AMC works and other ancillary works in the manner laid down in the said Conditions and shall make good any damages occurred during the execution of work.

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

All payments by the Employer under this Contract will be made only at Reserve Bank of India, Belapur.

The Employer shall pay the contractor the said contract amount, on year, totally Rs.....(Rupees.....) only per annum for AMC for
.....(Name of the Work).

Penalty:- for less number of staff deployed at any one instance will be worked out on Pro rata basis i.e. as per minimum wages (current) at any point of time and same shall be deducted from their subsequent bill.

The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.

Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from April 01, 2024 as provided for in the said Conditions, whichever is later, and to complete the entire work as mentioned in Scope of work/Instructions to be carried out during the AMC. All payments by The Bank under this Contract will be made only at Reserve bank of India, Estate Cell, CBD Belapur Navi Mumbai-400614.

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

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

Non- Disclosure clause

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

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

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

Signature Clause

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

(Name and Designation)

.....
..... in the presence of

(1)

Address

(2)

Address

.....
.....
Witnesses

.....
Seal & Signature of the contractor

Witnesses:

1.

2.....

Section-III

General Instructions to Contractors and Special Conditions

3.0 Online Submission of Tender: -

The Tender shall be submitted through online. The tender will be in two parts i.e. Part I containing the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part I of tenders will be opened at 14:15 hrs on March 18, 2024. Part II of the tenders will be opened on a subsequent date under system generated intimation to all the tenderers. Telegraphic, Fax and e- mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects with all attachments/ enclosures/ annexures. Insertions, postscripts, additions, and alterations shall not be valid unless confirmed by the tenderers signature.

3.1 Tenderers are advised to use only the forms (tender documents) available in the website. Each page of the forms shall be signed and returned / uploaded.

3.2 Tenderers are advised to submit tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.

3.3 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled and submitted / uploaded through online. The tender should be uploaded and submit online within the stipulated time / date i.e., up to 14:00 Hrs. on March 18, 2024.

3.4 Part I – Technical & Commercial

3.4.1 Part I – Shall contain the unpriced tender consisting of complete technical details / specification including documents and commercial terms and conditions etc.

3.4.2 Part I of the tender as submitted in online shall contain the following:

- i) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- ii) Any other technical information the tenderer wishes to furnish.
- iii) List of deviations, if any, in commercial terms and conditions.
- iv) Other Certificates / Declarations as per Annexures enclosed to be uploaded in

MSTC portal.

3.4.3 The Tenderers are advised to visit the site and acquaint themselves of the site conditions before tendering.

3.4.4 The tenderers are advised to upload the tender based strictly on the General Conditions of the Contract and Technical details / Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

3.4.5 All information, correspondence letters shall be submitted in duplicate and addressed to Chief General Manager, Reserve Bank of India, Estate Cell, CBD Belapur, Navi Mumbai - 400614

3.5 Part II -Price bid: - Part II containing price bid.

(a) This part shall contain prices in Indian Rupees only as per format (Part II) and submitted through online. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. The tenderer must use only the forms issued by the Bank to fill in the rates. If item rate (i.e. zero / any numerical value) against any item are not submitted by the bidder through online bid submission process, the tender may be considered invalid by the Bank in its discretion.

(b) Rates should be quoted in columns specified. All erasures and alterations will be made while filling the tender through online before the submission of bid / within the stipulated time frame. Failure to comply with either of these conditions will render the tender void at the Bank's option. No request for any change in rate or conditions after the opening of the part II tender will be entertained.

(c) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

(d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable.

3.6 Pre-Bid Meeting

A pre-tender briefing meeting of the intending tenderers will be held at 15.00 Hrs on March 11, 2024 to clarify any point/doubt raised by them in respect of the

tender. No separate communication will be sent for this meeting. **All communication regarding points requiring clarifications shall be given in writing to** Chief General Manager, Reserve Bank of India, Estate Cell, CBD Belapur, Navi Mumbai – 400614 **the intending tenderers before 12.00 Noon on March 11, 2024.** It is mandatory for the intending firms to attend the pre bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender.

3.7 Opening of e-Tender: -

Part-I of the e-tenders will be opened on March 18, 2024, at 14:15 hrs. IST through system. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part–I of the tenders will be opened on a subsequent working day which will be intimated through system generated mail / message to all the eligible tenderers.

3.8 Scope of Work: -

The scope of work shall include the followings.

Annual Maintenance Contract for ‘Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work’ at Bank’s Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614.

3.9 Validity of e-Tender: -

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

3.10 Lowest e-tender not necessarily to be accepted: -

a) The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.

b) The tenderer whose e-tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-tenders, even though the Bank may elect to modify/withdraw the tender.

3.11 Increase in AMC amount: The rates shall also be fixed & firm and valid from the issue of work order and shall not be subject to exchange variations, labour condition, fluctuations in freights or any conditions whatsoever. No variation in rates shall be entertained during the concurrence/renewal of contract period. Rates quoted by the firm shall be fixed till the renewal of contract. The service contract shall be renewed annually subject to providing satisfactory service. While renewing the contract the new contract amount will be arrived as per the Price Index of the RBI bulletin given below:

The increase in in AMC amount shall be calculated as per the formula given below:

$$\text{NCA} = \text{CCA} + [(\text{CPIC} - \text{CPIP}) / \text{CPIP}] \times \text{CCA}$$

CPI: Consumer Price Index for Industrial Workers for that particular period.

CCA: Current Contract Amount

NCA: New Contract Amount

CPIC- Consumer Price Index for Industrial Workers (All India Average) 6 months

Prior to the commencement date of contract for the current year

CPIP- Consumer Price Index for Industrial Workers (All India Average) 6 months

Prior to the commencement date of contract for the previous year.

3.12 Payment terms: -

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India. Payment shall be made on monthly basis and should submit a statement showing payment of minimum wages with signature of Workmen.

3.13 The successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract. The name of the successful contractor will be delisted/removed from the Bank's approved / empaneled list & no work will be awarded in future, if the successful tenderer fails to comply with any of the conditions of the contract.

3.14 Successful tenderer must follow minimum wages and contract labour act and pay to his workmen as per this act. Maintain the proper records of the same as per extant law. The workmen / labour deployed for the work shall be paid minimum wages & other facility as per provision in the CLC/contract labour act. So, the tenderer should workout the AMC rate accordingly. The quoted rate shall include wages for Workmen / labour as per CLC norms, all applicable taxes, Provident fund, ESI, dress & safety items for the workmen etc., if any, and applicable to the labours, insurance (workman

compensation policy & third-party liability). During concurrence of the AMC, there will be no change in the AMC rate due to variable in minimum wages.

The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in contractors all risk policy shall be minimum ₹. 2 lakh per person for any one accident or occurrence and ₹5.00 lakh in respect of damage to property for any one accident or occurrence.

Note: These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

3.15 Please note that as per Employees State Insurance Act, 1948 Contractor is responsible for making ESI contribution of the person permanently employed, if it is applicable/ required & as per the Government of Maharashtra, Ministry of Labour. For the jobs under AMC the contractor shall be responsible for taking all insurances at his cost to cover all kinds of risks from the time of award of work. These insurance policies shall continue to be valid till the completion of the contract period. Contractor will take workmen compensation policy for all the staff deputed at site and will submit the policy to the Bank after award of work.

3.16 The Contractor shall strictly comply with the provision of safety code as mentioned in the tender. The successful Contractor's should give the declaration along with each quarterly bill as mentioned in [Annexure – C](#).

3.17 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 April 01, 2024**.

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

3.19 The contractor has to follow the instruction as directed by the Bank's engineer from time to time regarding proper execution of works.

3.20 The contractor should liaison with various Authority to set right the electrical and electromechanical systems provided in above premises with electricity department, MTNL, Fire Department & Police Department etc.

3.21 The contractor should follow the following and continue to have valid license, if any, during the validity of the contract period:

1. Contract Labour (Regulation and Abolition) Act 1970
2. Payment of Wages Act 1956
3. Employment of Children's Act 1923
4. Minimum Wages Act
5. Employee Provident Fund Act 1952 and scheme made under said Act.

Obtain required licenses/clearances etc. from Assistant Labour Commissioner, Municipality, and other local agencies/bodies at his own cost, whatever necessary

3.22 The contractor should ensure payment of minimum wages to all labourers / workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

3.23 Errors, omission and descriptions:

In all cases of omission and / or doubts of discrepancies in the any item or description a reference shall be made to the Engineer of Reserve Bank of India, whose elucidation, elaboration, or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

3.24 Penalty: - Penalty for less number of staff deployed at any one instance will be worked out on Pro rata basis i.e. as per minimum wages (current) at any point of time and same shall be deducted from their subsequent bill.

The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.

3.25 Sexual Harassment

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

(b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the 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, 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 workplace and related issues.

(e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

3.26 Performance Bank Guarantee (PBG) as security deposit:

On award of the work, the successful tenderer shall furnish an amount equal to **10% (Ten percent)** of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards security deposit for the due fulfilment of the Contract. This Performance Guarantee towards security deposit shall be valid for the entire contract period Plus 3 months. During renewal of contract fresh PBG for an amount equal to 10% of renewal contract amount shall be submitted 15 days prior to AMC renewal contract.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions set out in the tender at any time during the Contract.

I/We hereby declare that I/We have read and understood the above instructions/scope of work for the guidance of the quotation/tender. I/we hereby agree to abide and fulfill the above terms & conditions/instructions.

Place:

Date:

Signature of the Tenderer with Seal.

Section IV

The Conditions Hereinafter Referred To

4.1 Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
 - (a) "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.
 - (b) "Contractor"
(in the case of a partnership) Shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
(in the case of individual) "Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
(in the case of Company) "Contractor" shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
 - (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
 - (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
 - (e) "Banks Engineer" The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer.
The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the

- Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.
- (f) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.
- (g) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (h) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (i) "The works" Shall mean the **Annual Maintenance Contract for 'Day to Day Operation, Maintenance - Central Air-Conditioning (AC) Plant and Ancillary work' at Bank's Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614.**

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

4.2 Scope of Contract

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time-to-time issue written instructions, details, directions, and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to:

4.3 Schedule of Quantities & Agreement

The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Specifications to the Bank.

4.4 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

4.5 Authorities, Notices and Patents

4.5.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations, or byelaws, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.

4.5.2 The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations, or byelaws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

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

4.6 Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

4.7 Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying of from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.8 Assistant Manager (Tech)/Manager (Tech)

The term “Assistant Manager (Tech)/Manager (Tech)” shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (Tech) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

4.9 Assignments and Sub-letting

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

4.9.2 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

4.10 Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

4.11 Defects during contract period

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

4.12 Insurance in respect of damage to person and property

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

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

4.12.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the

Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.

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

4.12.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

4.13 Fire Insurance

(a) The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire within the joint names of the Employer and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf, may so ensure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.

(b) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works up to and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any instalments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials

and goods as and from time to time as they are reasonably, properly, and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

4.14 Failure by Contractor to comply with Employer's instructions

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

4.15 Termination of Contract by the Employer

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed

by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.16 Termination of Contract by Contractor

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

4.16.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

4.17 Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or

valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

4.18 Settlement of dispute by arbitration

All disputes and differences of any kind whatever out of in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the contract and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter, question or dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of arbitrators suggested by the Employer.

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

The arbitrator shall make his award within one year (or such further extended time as may be decided by him or them with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise, or compound their dispute or difference, the reference to arbitration and the appointment of the arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrator or the arbitrators.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof.

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

4.19 Employer entitled to recover compensation paid to workmen

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

4.20 Right of Employer to terminate Contract in the event of death of Contractor, if individual

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

4.21 Marginal Notes

The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

4.22 Special instructions to the tenderer.

- (a) The workmen will not be allowed to stay within the Residential colonies except duty hours.
- (b) The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
- (c) The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
- (d) The Contractors has to obtain permission, if any required from the local authorities/bodies as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and draining charges.
- (e) The intending tenderer can obtain any clarifications regarding the tender etc. if any from the office of the Estate Cell, Belapur, on any Bank's working day.**
- (f) The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank's officials. The delivery of materials shall be given on the floors specified in the tenders.

- (g) The bidder may please note that the work has to be carried out in an occupied building / Residential colony/ flat during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the daytime and on holidays and daytime work may have to be done on restricted hours. Contractor shall consider the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the staff and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly on daily basis, to the entire satisfaction of Bank.
- (h) Neat housekeeping always is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Residential colonies / flats, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's Residential colonies and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.
- (i) The tenderer shall use only approved brand materials.**
- (j) Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.
- (k) The contractor should have valid Labour license from Labour Commissioner wherever the number of labourers engaged is 20 or more. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner's rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.
- (l) Before quoting the rates, contractor should inspect the site and understand the nature and scope of the work for themselves.
- (m) The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer. The bidder should note that the documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor later will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor.

- (n) The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.
- (o) The Contractor shall make their own arrangements for storing of their materials at site. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank
- (p) The successful contractor shall also be responsible for the safety and security of all their materials and for ensuring fire prevention steps at all times in the working Residential colonies/ flats including their part of the work
- (q) The Contractor shall keep the Bank indemnified against all claims, if any.
- (r) The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the Residential colonies only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.
- (s) Wearing of uniform: Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose at their own cost.
- (t) List of Documents to be submitted along with quarterly Bill: Copy of following documents for a month duly certified by the contractor / supervisor to be submitted along with quarterly bill for payment:
 - a. Copy of Attendance Register
 - b. Declaration for compliance of Contract labour Act & Minimum wages Act.
 - c. A statement showing payment of wages made with signature of labour.
 - d. GST declaration
 - e. Statement showing the various preventive maintenance works done.
 - f. Any other logbooks/document as directed by Estate Dept. In charge.

Place:

Date:

Signature of contractor with seal.

Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds & safety belts should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
6. 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.

Fire Safety Code.

- i. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipments 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. Personal protective equipments 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.
- vi. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- vii. None of the fire extinguishers shall be removed/shifted from its designated location.
- viii. Power supply shall be switched off from the mains when equipment is not in use.
- ix. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- x. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xi. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Signature of contractor with seal.

Section-V

Commercial Condition

(To be filled –in by the bidder)

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	Terms of payment	Payment shall be made on monthly basis after submission of bill with supporting documents	
3	Technical /commercial specifications	As per specifications in Part I of the tender	
4	Termination of contract Penalties	Clause no. 4.15 of Section-IV of The Conditions Hereinafter Referred To	
5	Insurance Clause accepted	Clause - 4.13 & 4.14 of Section –IV	
6	Payment on submission of bill	On monthly basis	
7	Performance Bank Guarantee (PBG)	10% of Contract amount, this Performance Guarantee shall be initially valid from April 01, 2024, to beyond 3 months from the stipulated date of completion. "Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate."	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:

Date:

Signature of contractor with seal.

Section-VI

SCOPE OF WORK/ INSTRUCTIONS:

- 1) Attending day to day complaints / maintenance work related to central Air conditioning system, at Banks main office /annexure building premises preventive maintenance all types of switchgears & protections, electrical installations, machinery, AHU's including cooling towers etc, operation & maintenance of central of Air conditioning System (except maintenance of chiller units) all types of pumps used for Air conditioning system, in the captioned premises. All required materials shall be supplied by the Bank. However, the consumables like PVC tape, cleaning materials, soaps, cloth, grease, shall be provided by contractor.
- 2) To carry out all type of routine / preventive work such as Checking / cleaning, tightening of all machinery, cooling towers, electrical accessories, panels and switch gears, switch board, starters, and cleaning the same quarterly, Switch board in the A.C. plant and cleaning the same daily including, servicing, oiling, greasing, etc., in all respect to all pump sets. The rate shall also include labour charges for maintenance of starters, main switches, Distribution panel and necessary preventive maintenance work on A.C. pumps and motors, switch gears and starter etc. Cost of spare if any required (excluding consumable item mentioned in Sr. No. 15) will be paid extra or supplied by Bank.
- 3) To observe/maintain daily record of different parameters of machines.
- 4) Checking, cleaning, testing, greasing & replacement of 'V' or flat belts for blower motors.
- 5) Checking, cleaning of Air filters, AHU's, flooring of AHU's, A.C. Plant, cooling towers, machinery/all types of valves, etc. The area of work must be cleaned after each days work to keep the area dust free. The belts of the AHU/FCUs are to be checked regularly. Periodical servicing /clearing of the AHU/FCUs Air Filter once in week for CVPS, officers lounge, staff canteen AHU & once in a fifteen day for other area or

whenever is required/reported by the Banks. All the bearing shall be greased on regular basis.

6) Checking monitoring and recording the Central AC system working parameters in a Logbook issued by the Bank.

7) Periodical checking of the chiller unit as per the manufactures inspection chart and making corrective actions.

8) Checking the control switches, relays, starter and contractors etc. of the chiller system, chiller & condenser pumps, cooling tower, AHU and FCUs

9) Checking, cleaning of all types of dampers, ducting outlets & all types of grills, diffusers etc.

10) Contractor should depute qualified technicians, having with mobile phone to carry out the work as specified by the Bank for Eight hours on from Monday to Friday- 5 days in a week and also on Saturday/Sunday/ Bank's Holidays and as and when required without extra charges, in case of emergency/necessity. Shift timing will be decided by Bank. The contractor shall make substitute arrangement in absence of regular A.C. plant attendant/ Technicians without any additional cost.

11) The contractor shall deploy minimum manpower to execute scope of work as per requirements on daily basis are as under-

S. No.	Description	Qty. (in no.)	Total days of work
A	One qualified Diploma holder in mechanical Engineering/Air Conditioning & Refrigeration with three years' experience or ITI qualified in Mechanical/AC trade with 6 years' experience	1 (General shift)	264 days
			(5 days a week)
B	Semi-Skilled and Licensed One ITI qualified in ITI electrical trade with 3 years' experience	1 (General shift)	264 days
			(5 days a week)
C	Un-Skilled Helper	1 (General shift)	264 days
			(5 days a week)

12) The contractor's Technicians should attend to the breakdown call immediately. Major/minor complaints shall be attended immediately, and no extra payment will be made for same.

Operation includes the following:

- 1) Day to day operation of the Chiller Plant to maintain comfort AC level inside the Office Building
- 2) Checking monitoring and recording the Central AC system working parameters in a Logbook issued by the Bank.
- 3) Co-ordinating with OEM for conducting preventive maintenance of chillers.

13) For absence of the Electrician/s and / or other tradesman from duty: In case the on duty Electrician/s and / or other Tradesman fails to turn up for work, or to attend complaint/s or to carry out the repair maintenance work, proportionate recovery @ double the per day salary (of that workman) towards each Workmen's absence per day plus charges, if any, paid by the Bank to engage alternate agency for attending to the said complaint/s will be recovered from the monthly bill of the Annual Maintenance Contractor.

For delaying the repair work: An amount of Rs. Rs. 750/- (Rupees Seven Hundred Seventy-Seven only) per day or part thereof of delay will be charged as penalty if the defect/s in any system is not rectified within 04 hrs. of receipt of intimation of the defect/s in the said system.

14) The contractor shall furnish bio data along with the copy of Govt. approved I. card, recent passport size photograph, mobile no. etc of the person deployed for the work in the office premises. In case of absence of regular technician/High Skilled Technician, the alternate person shall be authorized by the contractor to carry out the maintenance work in the Office premises with the contractor's signature duly authenticated. The Contractor will be required to work after obtaining necessary entry pass issued by the competent authority as appointed by the employer. All such staff should have photo identify cards with address, duly signed by the Tenderer.

15) All tools and machinery required for routine maintenance work such as pliers, cutter, screw drivers, spanner set blowers, drill machine, megger, earth tester, pipe

wrench, cotton waste, grease, soap etc., shall be provided by the contractor. No extra payment will be made for the same.

16) The contractor shall depute Technicians proven capability. Contractor will be held responsible for any mischief / damages that may take place in the colony on account of Technician's negligence.

17) Daily attendance card/Register shall be maintained at site.

18) 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 site, nature of work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.

19) The Technician's license, contractor's license copy and their contact Telephone Nos. and Cell Nos. of both (Technician/s & contractor) shall be submitted to the Bank.

20) The Technicians/contractor should attend to the breakdown call immediately even after his stipulated time is over. Major complaints shall be attended immediately, and no extra payment will be made for same.

21) The contractor should visit the office and meeting may be held with the concerned authority) at least once in a week to sort out the problems faced by the contractor/staff.

22) A register shall be maintained by the contractor for routine / preventive maintenance work. The register shall be produced to the Bank's engineer once in a quarter.

23). The contractor shall depute Technician/s of proven capability contractor will be held responsible for any mischief / damages that may take place in the colony on account of Technician's negligence.

24). No variation in rates shall be entertained during the contract period of one year.

- 25). Payment will be made on monthly basis after completion of satisfactory work (duly certified by JE/AM/Mgr or competent authority).
- 26) Bank will not accept any liability for any mishap / accident while working in the Banks premises. Proper insurance cover for all technician / worker/helper posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall responsible for take all insurances at his cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period.
- 27) The labour deployed for the work shall be paid minimum wages as per provision in the Labour contract labour act, Office of the Chief Labour Commissioner, Government of India, New Delhi.
- 28) Successful tenderer shall pay minimum wages, as per the requirements of the Navi Mumbai labour Commissioner (Central) and following various applicable provisions of the Contract Labour Act. Successful tenderer must maintain proper records of the payments made to the workmen as per extant law. The labour deployed for the work shall be extended all other facilities as per the provisions of the Contract Labour Act. The tenderer should quote the AMC rates, accordingly. The quoted rate shall include all applicable taxes, Provident fund, ESI, etc., Bonus etc., if any, T & P, overhead profits, insurance (workman compensation policy & third- party liability policy of Rs. 2.0 lakh per person per accident subject to Rs. 10.00 Lakh per annum & a policy of Rs.10.0 lakh per annum for damages to the Bank's property shall be taken out and kept valid and in full force during the currency of the AMC period including during the period for which the AMC is renewed by the Bank), etc., all inclusive.
- 29) Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work.
- 30) 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 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 a tender will constitute a binding contract between the Reserve Bank of

India and the person so tendering whether such formal agreement is or is not subsequently executed.

31) The Contractor shall not be entitled to any compensation for the death of any staff deployed by them, 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 therefor. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

32) 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 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.

33) The Contractor shall strictly comply with the provision of fire/safety code & declaration annexed hereto.

I/We hereby declare that I/We have read and understood the above instructions/scope of work for the guidance of the quotation/tender.

I/we hereby agree to abide and fulfill the above terms & conditions/instructions.

Place:

Date:

Seal & signature of the Tenderer

Phone No.

Section-VII

CHECK LIST

(To be filled –in by the bidder)

Sr. No.	Documents/ Confirmation to be uploaded in MSTC portal	Bidder's response (Yes/No)
1	Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents	
2	List of resources/manpower to be deployed full time, along with their qualifications/experience - duly filled in at Annex "A"	
3	List of deviations, if any, in commercial terms and conditions	
4	List of deviation, if any, in technical aspects.	
5	Whether the bidder has visited the site and satisfied himself with all aspects of work which may have bearing on rates	
6	Part II contains only priced bill of quantity along with duly filled in cost break up details , without any conditions.	
7	Wireman license of electrician submitted	

Date
contractor

Seal & signature of the

Place

Check list

Sr. No.	Periodicity	Activity	Qty	Unit	Signature of wireman
1	Daily	Deputed mentioned working staff		Days	
2	Daily	To carry out all type of routine / preventive work such as Checking / cleaning, tightening of all machinery, cooling towers, electrical accessories, panels and switch gears, switch board, starters, and cleaning the same quarterly, Switch board in the A.C. plant and cleaning the same daily including, servicing, oiling, greasing, etc., in all respect to all pump sets		All units	
3	Monthly	To Carry out cleaning of cooling towers		2	
4	Monthly	Checking, cleaning of all types of dampers, ducting outlets & all types of grills, diffusers etc		All	
5	Daily	To observe/maintain daily record of different parameters of machines		All	
6	Daily	Cleaning of the AHU/FCU filters		2 units/day	
7	Daily	Checking the control switches, relays, starter and contractors etc. of the chiller system, chiller & condenser pumps, cooling tower, AHU and FCUs		All	
8	Daily	Checking of the chiller unit as per the manufactures inspection chart and making corrective actions		2	
9	Monthly	Cleaned and serviced of electric distribution of all water pumps		Pump	
10	Monthly	Carried out Preventive maintenance of electric installation of AC Plant		All	
11	Quarterly	Checked electric/ mechanical safety of all the items of the AC Plant and AHUs		All	

Note: To attach report signed by occupant other than common area work.

Signature of contractor

Signature of caretaker

Section VIII

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

The Chief General Manager
Estate Cell
Reserve Bank of India
Belapur

Dear Sir/Madam,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Annual Maintenance Contract for 'Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work' at Bank's Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under

the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____(INR _____only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above-named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Section IX

Un Priced Bill of Quantities (BOQ)

Annual Maintenance Contract for ‘Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work’ at Bank’s Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614

S. No.	Item	Rate per Month inclusive of all taxes	Rate per year inclusive of all taxes (in Rs.)
A	Annual Maintenance Contract for ‘Day to Day Operation, Maintenance and Ancillary work’ - Central Air- Conditioning (AC) Plant at Bank’s Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai as per detailed scope of works minimum number of manpower as mentioned in Para 11 of Section VI.	This for reference only, please fill up the quote in part II.	

Place:

Signature of Contractor with Seal

Date:

Annexure -C

KEY PERSONNEL PROPOSED FOR THE AMC

(To be filled by the bidder and submitted along with Part – I)

Sr. No.	Designation	Minimum No. of personnel	Proposed Designation	Technical Qualification/Total years of Relevant Experience	Additional Details in Annexure if any
1	One qualified Diploma holder in mechanical Engineering/Air Conditioning & Refrigeration with three years' experience or ITI qualified in Mechanical/AC trade with 6 years' experience (Skilled Technician).	01			
2	Semi-Skilled and Licensed One ITI qualified in electrical trade with 3 years' experience	01			
3	One helper (unskilled labour)	01			

Place:

Signature of Contractor with Seal

Date:

Annexure-D

(The successful Contractor's should give following declaration (1 & 2) along with the bills).

1. Minimum wages

I, Shri/Smt.being the owner/proprietor of..... (name of the firm/establishment), an enlisted vendor of Reserve Bank of India, Belapur, do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act,1970 and Minimum Wages Act,1948 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workmen/ labourers engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

Place:

Date:

Seal & signature of the contractor

2. GST

I do hereby declare that the GST Registration Number of my/our firm/establishment is.....and the GST claimed in the bill will be paid duly to Government of India after receipt of the same from RBI.

I will inform RBI in due time about the payment of GST to Government of India.

Place:

Date:

Seal & signature of the contractor



Reserve Bank of India
Estate Cell
BELAPUR

Notice inviting e-Tender
(Only through empaneled vendor)

(e-Tender No: RBI/Belapur Regional office/Estate/14/23-24/ET/606)

e-Tender For

**Annual Maintenance Contract for 'Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work' at Bank's Main Office Building,
H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614**

Part II

Name of Tenderer : _____

Address : _____

Date and time of Invitation of e-Tender – March 05, 2024; 17:00 Hrs.

**Date and time of Pre-bid meeting – March 11, 2024; 15:00 Hrs. at 2nd Floor,
Estate Cell, RBI Belapur Office.**

Last date of Submission of e-Tender – March 18, 2024; 14:00 Hrs.

Date and time of opening of e-Tender - March 18, 2024; 14:15 Hrs.

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e-tender invited through e-procurement website

<https://www.mstcecommerce.com/eproc/index.jsp>

Section X

Preamble to Part-II tender & BOQ

The quoted rates shall be inclusive of following:

1. Visiting the site, gathering information about work, and understanding the scope of work well before quoting the tender.
2. The arrangement and cost of water and electricity required for the work shall be done by the contractor at their cost. However, the Bank may also consider allowing to contractor to take the water (incase if water supply with the Bank is sufficient during the work) and electricity from the Bank's premises and the contractor must arrange for suitable length electric wire/extension board with a cut out. The cutting machine etc. shall be arranged by the contractor as per load of the Bank's meter and wires in case if they are willing to take use the electricity from Bank's flat. In case if any damage of electric line/electric meter is observed due to work the contractor must make it good at his own cost, failing on which the Bank will recover the cost of damages from the bill/security deposit of the contractor without further referring the matter to contractor.
3. The contractor has to arrange for cleaning & moping of common area of the building at the end of the day's work every day to the entire satisfaction of caretaker/Bank's Engineer and also arrange for collection & disposal of debris outside from the premises and site is to be kept clean after day-to-day work.
4. The rates shall also be inclusive of following:
 - i. Cleaning of all site & sanitary fittings/fixtures and other surrounding area of the premises after completion of work.
 - ii. Performance Bank Guarantee, prevailing minimum wage from time to time during the entire contract period for staff and supervisor, GST on works contract, EPF, ESIC, Provision of leave including Swachh Bhart Cess, Transportation, Insurance, Maintenance tools, Mobile number cost, Uniform to staffs, safety shoes, Gloves, umbrella & Torch to staffs, Log book maintenance expenses, Overhead and profit, Necessary training to staff on quality and safety, liasoning with pollution control /electricity authority etc. , emergency deployment of man power, attending important meetings, consumable materials, license/ clearances excluding spares required for Comprehensive and Preventive maintenance etc. and other statutory taxes liable for deductions from time to time
 - iii. New electrical connection fees will be paid by the employer to the authority.
 - iv. No extra amount will be paid whatsoever.

5. Necessary charges towards arranging and getting approved all materials etc. to be used for work with reference to their make, quality, shade, size etc. of materials. Only approved materials are to be used in above work.
6. Removing/shifting of items to different locations as directed.
7. Contractor should install a hoist for transporting debris from the terrace to ground floor and dispose of the debris as admissible to Municipal norms.
8. The contractor must arrange for collection & disposal of debris outside from the premises and site is to be kept clean after day-to-day work.
9. The contractor shall ensure validity of the necessary insurance policies and the Bank Guarantees for the period of the work
10. The contractor shall make arrangements for obtaining the necessary work permission / gate passes for bringing and taking out of the materials from the Banks premises including the permission from the authorities.

Priced Bill of Quantities (BOQ)

Name of the work: “Tender for Annual Maintenance Contract for ‘Day to Day Operation, Maintenance - Central Air- Conditioning (AC) Plant and Ancillary work’ at Bank’s Main Office Building, H.H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai 400614”

Sl.No.	Quantity Required		Description of Items	Basic Rate in INR (Rate/ Month)	GST @ 18%	inclusive of GST (Rate/Month)	Gross amount including GST
	In Figure	Unit					
1	12	Month	One qualified Diploma holder in mechanical Engineering/Air Conditioning & Refrigeration with three years' experience or ITI qualified in Mechanical/AC trade with 6 years' experience.		0	-	-
2	12	Month	One Semi-Skilled Licensed worker with ITI qualified in electrical trade having 3 years' experience.		0	-	-
3	12	Month	One Un-Skilled Helper.		0	-	-
Total							-

Place: Navi Mumbai

(Seal & Signature of the Contractor)

Date:

Email ID:

Phone No./ Mobile No/s.