



## ई-निविदा सूचना

भारतीय रिजर्व बैंक, जयपुर कार्यालय के चतुर्थ तल स्थित लेक्चर हॉल के नवीनीकरण के कार्य हेतु पात्र बोलीदाताओं से दो भागों (भाग-। तथा भाग-॥) में ई-निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड (<https://mstcecommerce.com/eproc>) के ई-निविदा पोर्टल के माध्यम से की जाएगी। सभी पात्र कंपनियां/फर्म उपरोक्त वेबसाइट के माध्यम से एमएसटीसी के साथ स्वयं को पंजीकृत करना सुनिश्चित करें ताकि वे निविदा प्रक्रिया में भाग ले सकें। ई-निविदा की अनुसूची नीचे दी गई है –

क. ई-निविदा का नाम	भारतीय रिजर्व बैंक, जयपुर कार्यालय के चतुर्थ तल स्थित लेक्चर हॉल के नवीनीकरण का कार्य
ख. ई-निविदा की संख्या	RBI/Jaipur Regional Office/Estate/9/23-24/ET/91
ग. कार्य की अनुमानित लागत	₹26,75,000/-
घ. निविदा की प्रक्रिया	<b>ई-खरीद प्रणाली</b> ऑनलाइन भाग -1 (टेक्नो-वाणिज्य बोली) और भाग-2 (मूल्य बोली) ( <a href="https://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> ) के जरिए
ड. निविदाकर्ताओं को डाउनलोड करने हेतु एनआईटी की उपलब्धता की तारीख	29 सितंबर 2023 अपराह्न 02 बजे से
च. पात्र फर्म	भारतीय रिजर्व बैंक, जयपुर कार्यालय के साथ सिविल ट्रेड उप-श्रेणी 1.1, में 25 लाख रुपये से अधिक लागत वाले कार्यों के लिए सूचीबद्ध वेंडर ही निविदा में भाग लेने के लिए पात्र हैं।
छ. ब्याना जमा-राशि	<b>₹53,500/- (तिरेपन हजार पाँच सौ रुपये मात्र)</b> एनईएफटी के माध्यम से खाते (नीचे दिये गये विवरणानुसार) में जमा करनी है।  खाता संख्या – <b>8692299</b> IFSC कोड – <b>RBISOJPPA01</b> नोट: आईएफएससी कोड का पाँचवा एवं दसवां अंक शून्य है।  सभी बोलीदाताओं (एमएसएमई सहित) को ईएमडी जमा करने की आवश्यकता है।
ज. <a href="https://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> पर ऑनलाइन टेक्नो-वाणिज्यिक बोली तथा कीमत बोली के प्रस्तुतीकरण के लिए ई-टेंडर शुरू होने की तारीख	29 सितंबर 2023 अपराह्न 02 बजे से
झ. ऑनलाइन टेक्नो-वाणिज्यिक बोली तथा मूल्य बोली के प्रस्तुतीकरण के लिए ई-टेंडर खत्म होने की तारीख	20 अक्टूबर 2023 अपराह्न 02 बजे तक
ज. भाग। खोलने की तारीख (अर्थात टेक्नो-वाणिज्यिक बोली)	20 अक्टूबर 2023, दोपहर 03:00 बजे
भाग ॥ खोलने की तारीख (अर्थात मूल्य बोली)	मूल्य बोली खोलने की तिथि और समय सभी पात्र बोलीदाताओं को ई-मेल के माध्यम से अलग से सूचित किया जाएगा।
त. लेन-देन प्रभार	मेसर्स एमएसटीसी लिमिटेड के पक्ष में अथवा मेसर्स एमएसटीसी लिंग्वारा सूचित गेटवे/ एनईएफटी/ आरटीजीएस के माध्यम से

टिप्पणि - 1. कृपया नोट करें कि पोर्टल से टेंडर दस्तावेज डाउनलोड करने के लिए कोई टेंडर-शुल्क नहीं है।

2. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता रखने के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में उनकी विफलता की स्थिति में, बैंक के पास उनकी उम्मीदवारी को अस्वीकार करने का अधिकार सुरक्षित है।

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

4. भविष्य में निविदा से संबंधित जारी किए गए किसी भी संशोधन/शुद्धिपत्र, यदि कोई हो, को केवल भारतीय रिजर्व बैंक की वैबसाइट (<https://www.rbi.org.in>) और एमएसटीसी वैबसाइट पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और इसे अखबार में प्रकाशित नहीं किया जाएगा।



**Reserve Bank of India  
Estate Department  
Jaipur**

**Interior Renovation Work of lecture hall at fourth floor, Main Office  
Building, RBI, Jaipur**

**Part I**

**Techno-Commercial Bid**

Name of Bidder:.....

Address:.....

Telephone no:.....

Email Address:.....

**Last date and Time of submission of Tender - October 20, 2023 upto 1400Hrs**

## Reserve Bank of India (RBI)

## Estate Department

## Jaipur

## E-Tender: Part I / Techno- commercial bid

## Section I : Commercial Conditions

1.1	<b>Name of work:</b> RBI JAIPUR invites tender for “ <b>Interior Renovation Work of lecture hall at fourth floor, Main Office Building, RBI, Jaipur</b> ” in two Parts from eligible bidders. It is E-tender and service provider is MSTC. Refer <a href="#">Annexure I</a> before proceeding further.
1.1.1	<b>Estimated cost of work: Rs. 26.75 lakh</b>
1.1.2	<b>Earnest Money Deposit:</b> All Bidder (including MSME) needs to submit EMD of Rs. 53,500/- EMD amount must be reflected in our account on or before last date and time of submission of tender.
1.1.3	<b>Time for completion of work:</b> 90 days from the 14 <sup>th</sup> day of date of work order
1.1.4	<b>Transaction fee of tender will be directly submitted at MSTC website</b>
1.1.5	Date of start of tender: September 29, 2023 from 1400 Hrs
1.1.6	Last date and time of submission of tender: October 20, 2023 upto 1400Hrs
1.1.7	Date and time of opening of Part I of tender: October 20, 2023 at 1500Hrs
1.1.8	<b>Date and time of opening of Part II of the tender:</b> Part II will be opened on same day in case of no deviation in the bids submitted by the bidder. Otherwise the Part II will be opened on the other date which will be communicated to bidders through email.
1.1.9	<b>Contact person for clarification:</b> Ashok Kumar Gupta, <a href="mailto:ashokgupta@rbi.org.in">ashokgupta@rbi.org.in</a> , 9717108444
1.1.10	<b>Eligibility Criteria:</b> (i) Empaneled contractor of RBI (The Bank) JAIPUR office in Civil trade (subcategory 1.1) of more than Rs. 25.00 Lakh.
1.2	<b>Tendering Process:</b> The tender documents can be downloaded from MSTC website. All corrigendum, addendum and further communication shall be forwarded through email and MSTC website only. The tenders for the above work in two parts i.e. Part I contains technical specifications & terms and conditions. Part II contains only rates of items. Tender shall be submitted on MSTC website (refer <a href="#">Annexure I</a> ). rates of Part II will be directly submitted at MSTC website.
1.3	<b>Part II (Financial bid):</b> Part I will be opened on the date and time mention above. No deviation will be accepted in Part I of tender. If firm puts deviation in the tender, their tender may be outrightly rejected or the Bank may consider deviation. Part II will be opened for those bidders who qualified in Part I of the tender. Lowest quoted amount in the Part II will be declared L1 bidder/successful bidder and tender will be awarded. The Bank discourages the stipulation of any addition or conditions by the tenderer. However, after opening of Part I any clarification/conditions etc. if any, will be examined and after discussions with all the tenderers, the conditions that are accepted to the Bank will be intimated to the tenderers. In case more than one L-1(lowest) Bidder, all the L-1 bidder can quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the tenderers have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the tenderer's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to Estate Department, subsequently and advised to the tenderers. This letter together with already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised.
1.4	The rates quoted in Part II of tender shall be firm and shall include charges of GST, levies, consumables, labour, transport, insurance, removing of debris from the site etc. Bidders are advised to inspect the site before quoting. This is item rate tender and all items are to be executed as directed by Technical officer deputed in the Bank.

1.5	<p><b>Transaction fee is required to submit by all the intended bidders to MSTC website. The EMD need to submit as shown above in A/c No.8692299, Account name RBI Jaipur, IFSC Code:RBIS0JPPA01 (0=Zero) through NEFT/ Mobile Banking/ RTGS {Intimate/ forward the transaction details to <a href="mailto:estatedeptjaipur@rbi.org.in">estatedeptjaipur@rbi.org.in</a>}. If bidder is fails to submit the EMD, tender may cancel, and firm may be blacklisted from empanelment. EMD should be interest free and shall be returned to unsuccessful bidders after award of the work and EMD of Successful bidder will be returned only after submission of Performance Bank Gaurantee.</b></p> <p><b><u>EMD shall be forfeited if the Bidder:</u></b></p> <ul style="list-style-type: none"> <li>-makes misleading or false representations in the forms, statements and attachments submitted.</li> <li>-has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria.</li> <li>-withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.</li> <li>-has been blacklisted by any Government agency and the blacklisting is still in force.</li> <li>-If bidder fails to complete the work.</li> </ul>
1.6	<p><b><u>Validity of tender:</u></b> The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of tender.</p>
1.7	<p><b><u>Signing of Contract Agreement</u></b> The successful bidder shall be bound to implement the Contract within 14 days from the date of work order. The cost of necessary stamp paper (Rs 500) for execution of the agreement shall be borne by the Bidder. The format of agreement is attached at <a href="#">annexure-II</a>.</p>
1.8	<p><b><u>Time Period:</u></b> Entire work shall be completed as indicated above, failing which liquidated damages at the rate of 0.25% of the Total value of work per week to a maximum of 10% of the Total value of work will be recovered for delay beyond the contractual period of completion. The work is allowed to be carried out during office hours (9:30 AM to 5:30 PM). The successful bidder is required to make entry passes before start of work for their workers. Special permission is required for working on holidays/late ours apart from regular entry pass.</p>
1.9	<p><b><u>Extension of time: (before expiry of original date of completion)</u></b> If contractors desire any extension of time for completion of work on grounds of their having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrance or 15 days before the scheduled or extended date of completion as the case may be. Such application shall contain complete details of hindrances, which hindered the contractors in the execution of the work and reference to record of entry in the Hindrance Register. The Bank will grant the extension of time, without prejudice to Bank's right to recover liquidated damages or compensation under relevant contract clause. The hindrance due to the Bank will not be the part of calculation of liquidated damages.</p>
1.10	<p><b><u>Safety and statutory measures:</u></b> The contractor shall take all safety measure during the execution of the work. The Bank will not accept any liability for any mishap / accident caused while working. The bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act,1936 Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act,1970, Payment of Bonus Act 1965 amended till date or any other labour law/statute in force in this regard.</p>
1.11	<p><b><u>Cleanliness:</u></b> All debris shall be disposed of by the bidder as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.</p>
1.12	<p><b><u>Security Deposit:</u></b> Security deposit of 5% of Total Value of work (including GST, interest free) will be deducted from each bill (RA and final bill) and same will be returned after completion of one year of defect liability period (DLP). All defect will be rectified free of cost</p>

	during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit account.
1.13	<p><b>Performance Bank Guarantee: (Format attached in Annexure III)</b></p> <p>(i) <b>Performance Bank Guarantee (PBG):</b> A Performance Bank Guarantee in prescribed Format as per <a href="#">annexure-III</a>, for an amount equal to 5% of the contract value, valid for the entire period of currency of contract shall be submitted by the successful tenderer(s) for due fulfillment of the contractual obligations which will be released after virtual completion of the work. EMD of successful tenderer(s) will be refunded only after submission the Performance Bank Guarantee.</p> <p><b>The vendor(s) has to extend the period of validity of PBG up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of PBG for such extended period.</b></p>
1.14	<p><b>Non-Disclosure clause:</b> The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder 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 Bidder shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder 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 Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
1.15	<p>The Bidder / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder / Agency and the Bidder/Agency shall ensure appropriate action under the said Act in respect to the complaint. The bidder shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.</p> <p>(i) Any complaint of sexual harassment from any aggrieved employee of the bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p>
1.16	<p><b>Termination of Contract by the Employer:</b> 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 fulfill the Contract and to give security therefor, if so required by the Employer.</p> <p>Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,</p> <p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,</p>

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 day's 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.

1.17

#### **Termination of Contract by Contractor**

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. 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 1.22 hereof.
1.18	<p><b>Insurance:</b> The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment /materials leave the manufacturer's works till handing over work to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.</p> <ul style="list-style-type: none"> <li>a) Work man compensation for working men</li> <li>b) Third party liability (@10% of contract cost of work per accident maximum for 3 incident)</li> <li>c) Contractor's all risk policies for contract value</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. These policies shall be valid till the completion of the work and shall be submitted prior to obtaining any permission to work at site. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and/or recover the cost thereof from the bill of the contractor.</li> <li>2. <b>The vendor(s) need to extend the period of validity of all type of insurance up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of all type of insurance for such extended period.</b></li> </ol>
1.19	<p><b>Payment Condition:</b></p> <ul style="list-style-type: none"> <li>a) Minimum value of interim bill shall be Rs. 20.00 lakhs and will be paid within 30 days from the date of submission of all the required documents (measurement book, tax invoice, guarantee/warranty of item of work, supplier's bill (if required) etc.</li> <li>b) Final Bill will be paid within 45 days from the date of submission of all the required documents (measurement book, tax invoice, guarantee/warranty of item of work, supplier's bill (if required) etc and after satisfactorily completion of work,</li> <li>c) <b>Security deposit</b> of 5% of Total value of work (including GST, interest free) will be deducted from the bill (indicated in the b) and same will be returned after completion of one year of defect liability period (DLP). All defect will be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit.</li> <li>d) All bill is liable to deduct TDS@1% or 2% of contract amount (1% in case of individual firm and 2% for company) and 1% of contract value each of TDS on CGST and SGST and 2% of contract value as TDS on IGST.</li> <li>e) The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.</li> </ul>
1.20	At any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
1.21	<p><b>Extra Item:</b> If the quantity of any of the tender items increases 25% beyond the tender item quantity, such items shall be treated as Extra items and the rates of these shall be prepared on the basis of market rate analysis.</p>
1.22	<p><b>Prices for extra etc. ascertainment of</b></p> <p>The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing</p>

	<p>No claim for any extra shall be allowed unless it shall have been executed with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.</p> <p>(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.</p> <p>(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.</p> <p>(b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.</p> <p>(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper based on the rate analysis ( with supporting documents ) submitted by the contractor taking establishment costs, overheads and profit @ 15%.</p> <p>(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work that in which the work has been executed. prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following.</p>
1.23	<p><b><u>Removal of improper works:</u></b></p> <p>The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.</p>
1.24	<p><b><u>Special Conditions of contract:</u></b></p> <ol style="list-style-type: none"> <li>1. Quantity of the material to be procured is responsibility of the vendor. Bank is not responsible for excess/shortage for quantity of material procured and same will not be considered for the cause of delay.</li> <li>2. Vendor need to submit/execute sample of work for each item of work for approval regarding the basic price, specifications, shade/color of each of the item before procurement and execution of work.</li> <li>3. All the material should be of approved make.</li> <li>4. Dismantling work should be planned in consultation with the Bank's engineer</li> </ol>

5. Removal of debris should be done on daily basis on intimation (verbal or written) by the Bank to remove the debris, it should be get removed immediately and in case of failure, penalty of Rs. 500/- (including GST) per instance will be levied on.

6. Vendor(s) need to get their work checked by the Bank's designated official at each stage of work.

**7. Quality of work should be best in class. In case of improper work, contractor need to get it rectified at their risk and cost.**

8. Safety of workmen, should be insured by providing proper and required PPE's to them.

9. Vendor(s) need to ensure the implementation of Covid-19 guidelines issued by Government time to time.

10. The tenderer is advised to inspect the proposed site of work to understand the scope of work. The rates shall be quoted considering the site conditions/Undulations of the work area, distance between designated storage area and working site, condition of existing surface and other factors. Any claim regarding the variation of the quantity of item / sub item of the work due to non-consideration of the above factors will not be entertained and will be rejected.

11. Proper care should be taken for demolition and disposal of debris. For removal of Debris lift should not be used and only staircase should be used. No staff should be disturbed during the disposal process.

12. Area under consideration for work will be handed over to the successful bidder only for said work. Contractor should get the approval of the brand of material before start of work. Contractor is advised to isolate the area of work from the remaining area by suitable barricading and partitioning before start of work. Masking tape is also required to be use at the border line between two different type/shade/texture of paint and between new paint/coat and old paint where no painting work is proposed or not in scope of this contract. Extreme care should be taken to see that the existing structures/fittings/finishes in nearby area or within the Bank premises are not damaged/ defaced due to the work. Any damages caused during the execution of the work shall be made good at the cost and responsibility of the contractor.

13. The work should be carried out with the co-ordination with Bank's Engineer/care taker Before start of work for any of the toilet, Vendor need to inform the care taker to ensure that all the goods kept in the nearby area have been removed.

14. All the electrical fittings and fixtures are to be covered. Any damages to the fixtures and fittings will be recovered from the bill of the contractor.

**15. During the work of kitchen renovation in occupied flat the vendor must provide a MS frame cooking platform of size 6-foot x 2-foot during the work which may be taken back by the vendor after the work completion.**

Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

## **Technical Specification**

### **1. Dismantling work:**

- a) The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the Engineer-in-Charge before starting the work.
- b) Due care shall be taken to maintain the safety measures prescribed in IS 4130
- c) Necessary precautions shall be taken to keep noise and dust nuisance to the minimum. All work needs to be done under the direction of Engineer-in-Charge. Helmets, goggle, safety belts etc. should be used whenever required and as directed by the Engineer-in-Charge.
- d) The demolition work shall be proceeded with in such a way that it causes no damage to the adjoining structures and least disturbances and nuisance to the staff of the Bank.
- e) The demolition work shall be done in a systematic manner. Debris which are likely to be fall from a height by demolishing masonry etc. shall be carefully removed. Chisels and cutters may be used carefully as directed. The debris shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly remove from the Bank premises to the authorized dumping yard.

Screens shall be placed where necessary to prevent injuries due to falling pieces.

### **1. Disposal of debris:**

- a) Disposal of debris shall be disposed off at the authorized municipal dumping yard or specified location as decided by the Engineer-in Charge. Bidder should examine the distance of dumping yard from the working site, mode of disposal, frequency of disposal before quoting the rates.

### **2. Stacking and Disposal**

Lead of 50 m mentioned in the 'Bill of Quantities' is the average lead for the stacking of debris/scrap within any place inside the premises of the Bank. The actual lead for the lead for the stacking of debris/scrap may be more or less than the 50 m for which no cost adjustment shall be made in the rates.

All rubbish and unserviceable materials shall be disposed off in the dumping ground promptly as per the direction of Engineer-in-Charge. Disposal of the accumulated malba, rubbish to the approved dumping ground with the help of trolley

The debris/rubbish/ moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material shall be collected in most professional manner by mechanical transport including loading, transporting, unloading and disposing to approved municipal dumping ground for lead up to 10 km for all lifts, complete as per directions of Engineer-in-charge.

### 3. Flush door

#### FLUSH DOOR SHUTTERS

Flush door shutters shall have a solid core and may be of the decorative or non-decorative (Paintable type as per IS 2202 (Part I)). Nominal thickness of shutters may be 25, 30 or 35 mm as specified in the BOQ. Thickness and type of shutters shall be as specified. Width and height of the shutters shall be as shown in the drawings or as indicated by the Engineer in- Charge. All four edges of the shutters shall be square. The shutter shall be free from twist or warp in its plane. The moisture content in timbers used in the manufacture of flush door shutters shall be not more than 12 per cent when tested according to IS 1708.

##### Core

The core of the flush door shutters shall be a block board having wooden strips held in a frame constructed of stiles and rails. Each stile and rail shall be a single piece without any joint. The width of the stiles and rails including lipping, where provided shall not be less than 45 mm and not more than 75 mm. The width of each wooden strip shall not exceed 30 mm. Stiles, rails and wooden strips forming the core of a shutter shall be of equal and uniform thickness. Wooden strips shall be parallel to the stiles. End joints of the pieces of wooden strips of small lengths shall be staggered. In a shutter, stiles and rails shall be of one species of timber. Wooden strips shall also be of one species only but it may or may not be of the same species as that of the stiles and rails. Any species of timber may be used for core of flush door.

##### Face Panel

The face panel shall be formed by gluing, by the hot-press process on both faces of the core, either plywood or cross -bands and face veneers. The thickness of the cross bands as such or in the plywood shall be between 1.0 mm and 3.0 mm. The thickness of the face veneers as such or in the plywood shall be between 0.5 mm and 1.5 mm for commercial veneers and between 0.4 mm and 1.0 mm for decorative veneers, provided that the combined thickness of both is not less than 2.2 mm. The direction of the veneers adjacent to the core shall be at right angles to the direction of the wooden strips. Finished faces shall be sanded to smooth even texture. Commercial face veneers shall conform to marine grade plywood and decorative face veneers shall conform to type I decorative plywood in IS 1328.

##### Lipping

Lipping, where specified, shall be provided internally on all edges of the shutters. Lipping shall be done with battens of first class hardwood or as specified of depth not less than 25 mm. Joints shall not be permitted in the lipping.

### 4. Providing and fixing of laminate on wall paneling in approved design:

Straightness of edges of rectangular finished panels, resistance to dry heat, resistance to boiling water, resistance to staining, gross breaking strength, packing and marking, sampling and criteria for conformity etc. shall be as per IS 2046.

## 5. Priming over false ceiling surface:

- a) Cement primer coat is used as a base coat on wall finish of cement, lime or lime cement plaster or on non-asbestos cement surfaces before oil emulsion distemper Paints are applied on them. The cement primer is composed of a medium and pigment which are resistant to the alkalies present in the cement, lime or lime cement in wall finish and provides a barrier for the protection of subsequent coats of Paints.
- b) Primer coat shall be preferably applied by brushing and not by spraying. Hurried priming shall be avoided particularly on absorbent surfaces. New plaster patches in old work should also be treated with cement primer before applying Paints etc.
- c) **Preparation of the Surface:** The surface shall be thoroughly cleaned of dust, old white or colour wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of white cement based putty/plaster of paris mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry.
- d) **Application:** The cement primer shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be given first and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks. It shall be allowed to dry for at least 48 hours, before Paint is applied.

## 6. White Cement Based Putty:

- a) Ensure that surface is totally clean. Dry and absorbent surfaces should be moistened with sufficient quantity of clean water. The surface should be moderately rough and in just wet condition.
- b) **Applications:**
  - Apply the 1st coat of Putty on the pre-wet cement plaster wall (excluding ceiling) surface using a blade on the wall with a bottom to up configuration.
  - Allow the surface to dry, drying time depends on ambient temperature.
  - After drying of the first coat of putty, rub the surface gently with the putty blade/emery/sandpaper (no. 180-320) to remove the loose particles.
  - Apply a 2nd coat of wall putty over dried 1st coat.
  - The total thickness of both the coats should be within 1.0 mm.
  - After the application of 2nd coat, leave the surface to dry preferably for 10-12 hours.
  - The 2nd coat finishing should be done with care (emery/sandpaper no. 500 or 600) without any strong rubbing.
  - Paints can be used after the 2<sup>nd</sup> or 3<sup>rd</sup> coat of putty as the case may be and once it gets fully dry depending on weather/ambient temperature condition.

## 7. Painting:

### a) Commencing work

- No paint work shall be done until a sample of the colour of the required tint or shade has been got approved from the Bank's designated officials. The colour shall be of even tint or shade over the whole surface. If it is blotchy or otherwise badly applied, it shall be redone by the contractor.
- Painting shall not be started until the Engineer-in-Charge has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work.
- Painting, except the priming coat, shall generally be taken in hand after practically finishing all other building work.
- The area should be thoroughly swept out at least one day in advance of the Paint work being started.
- Enough quantity of paint be mixed to finish one area at a time. The application of a coat in each area shall be finished in one operation and no work shall be started in other area, which cannot be completed the same day.
- After each day's work, the roller/brushes shall be washed in hot water and hung down to dry. Old brushes/roller which are dirty or caked with paint shall not be used.
- Approved paint shall be brought to the site of work by the contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

### b) Preparation of Surface

The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, smoke splashes, mortar droppings and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection, before painting is commenced

### c) Application

- The painting shall be laid on evenly and smoothly by means of crossing and laying off, the latter in the direction of the grains of wood. The crossing and laying off consists of covering the area over with Paint, brushing the surface hard for the first time over and then brushing alternately in opposite direction, two or three times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush marks shall be left after the laying off is finished. The full process of crossing and laying off will constitute one coat.

- In the case of old work, old unsound and loose paint and all loose pieces and scales shall be removed by sand papering/paint remover, wherever required. The surface shall be cleaned of all grease, dirt, etc
- Pitting in plaster shall be made good with White cement based putty/plaster of paris mixed with the colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. A coat of the approved paint shall be applied over the patches. The patched surface shall be allowed to dry thoroughly before the regular coat of paint is applied.
- After the surface has been prepared; a coat of approved paint shall be applied over the patches and repairs. Then a single coat, or two or more coats of approved paint, as stipulated in the description of the item shall be applied over the entire surface. The painted surface shall present a uniform finish.
- The application of each coat shall be as follows: The entire surface shall be coated uniformly, with proper Roller or distemper brushes (ordinary white wash brushed shall not be allowed) in horizontal strokes followed immediately by vertical ones which together shall constitute one coat. The subsequent coats shall be applied only after the previous coat has dried. The finished surface shall be even and uniform and shall show no brush marks.

**8. Making good to damages:** For making good the damage to the under mentioned items of work, the specifications as given in the following paras shall apply, unless directed otherwise.

**(a) Masonry Work:** The masonry work shall be made good by using the same class of bricks, tiles or stones as was damaged during the execution of the work. The mortar used shall be cement mortar 1:5 (1 cement: 5 fine sand) or as directed by the Engineer-in-Charge.

**(b) Plain Concrete Work:** Concrete work for sub-grade of the flooring, foundations and other plain concrete works shall be cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size). A coat of neat cement slurry shall be applied at the junction with old work, before laying fresh concrete.

**(c) Cement Concrete Flooring and R.C.C. Work:** Cement concrete 1:2:4 (1 Cement : 2 Coarse sand : 4 graded stone aggregate 20 mm nominal size) shall be used after applying a coat of neat cement slurry at the junction with old work, and the surface finished to match with the surrounding surface.

**(d) Plastering:** Cement plaster 1:4 (1 cement: 4 sand) shall be used. The sand shall be fine or coarse, as used in the original work. The surface shall be finished with two or more coats of white wash, colour wash, distemper or painting as required, but where the surface is not to be white washed, colour washed, distempered or painted, it shall be finished as required to match with the surrounding surface.

**(e) Other Items:** Damage to any other item shall be made good as directed by the Engineer-in Charge.

**Note: In all the above operations the damaged portion shall be cut in regular geometric shape and cleaned before making good the same.**

Name and Signature of contractor:

Date:

Place:

## **Section-2**

### **Scope of Work**

#### **Interior Renovation Work of lecture hall at fourth floor, Main Office Building, RBI, Jaipur**

- 1) Getting the approval of Make of material/Color shade etc. before start of work from Engineer-in-charge.
- 2) Covering the nearby area/adjacent fitting with poly-ethylene sheet/Masking tape (whichever is applicable)
- 3) Soft barricading of the area of work.
- 4) Ensuring the main (permanent) electrical supply has been cut off.
- 5) Dismantling and stacking of the material at the designated place.
- 6) Demolitions and disposal of the debris as per schedule of quantities.
- 7) Carpentry work for wall paneling, ceiling work in lecture hall
- 8) Fixing all the hardware and accessories.
- 9) Painting/coating of area considering all the items of work (such as scraping, repair, primer, putty and paint)
- 10) Cleaning the area including floor, or any other fitting.
- 11) Carry out the items of work in proper sequence as mentioned in BOQ/manufactures specifications/as per instruction of engineer in charge.
- 12) Disposing off the debris/demolished item of work.

#### **Note: -**

1. Mentioned above is the tentative sequence of work. Vendor need to assess the best possible way in which he can complete the work ensuring proper safety, work with best quality standard of each item of work and completing the work on or before the schedule date of completion.
2. Basic price of the material is the cost of one unit of material without GST, transportation or any other overhead

**Approved Make of Material**

**Note:** The contractor shall use materials of any one of the brands listed below. If any one of the brand is not available or there is discrepancy in the required specifications and availability, contractor need to inform the Bank and if required, he may propose to use any other equivalent brand having BIS/ISI marking and having required specifications with same basic price with the approval of the Engineer-in-Charge.

<b>S no</b>	<b>Material</b>	<b>Make</b>
1	Aluminum	Jindal, Nalco, or approved equivalent
2	Ply / board	Green, century, Kitply or approved equivalent
3	Hard Wood	Sal or any approved equivalent
4	Veneer	Green, century, Kitply or approved equivalent
5	Gypsum board	Gyproc or approved equivalent
6	False Ceiling section	Gyproc or approved equivalent
7	Laminate	Greenlam / Century /Royale Touche/ Merino or approved equivalent
8	Paint	Asian Paints/ Nerolac / Berger/Snowcem or approved equivalent
9	Primer	Asian Paints / Nerolac / Berger/ ICI or approved equivalent
10	Door closer	Godrej, Dorma or approved equivalent
11	White Cement based putty	Birla white/ JK or approved equivalent
12	Wooden flooring	Vista, Action Tesa, pergo or approved equivalent
13	Carpet tiles	Wellspun, vista, or approved equivalent

Name and Signature of contractor:

Date:

Place:

### **Section-3**

<b>Reserve Bank of India</b>					
<b>Un-priced Bill of Quantity</b>					
<b>Name of Work: Interior Renovation Work of lecture hall at fourth floor, Main Office Building, RBI, Jaipur</b>					
<b>Item No.</b>	<b>Description of Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	Carefully removing / dismantling existing grid false ceiling along with its GI channel framework including by loosening/removing screws, fasteners of GI channel, lowering down dismantled materials at ground floor, stacking as directed and taken away from Bank's premises and dumping at authorized dumping yard of local authority, etc. all complete as directed by the Bank's Engineer. Rate shall also inclusive of rebate for taking away old GI channels from Bank's premises.	230	Sqm		
2	Carefully removing existing wooden wall paneling along with its wooden frame work by loosening/removing screws/nails/fasteners, etc., lowering the dismantled boards and stacking as per direction of Bank's Engineer and taken out of Bank's Premises and dumping at authorized dumping yard of local authority. Rates are including of anti-termite treatment of the entire area after removing of wall paneling. Rate shall also inclusive of rebate for taking away old wooden /veneer etc. from Bank's premises.	165	Sqm		
3	<b>Wall Paneling with 18 mm Ply wood with necessary aluminum .hollow pipe support</b>	130	Sqm		
	Providing and fixing in full height wall paneling BWR grade 18 mm thick ply board/wood of approved make & finish in decorative pattern with providing and pasting 1 mm thick lamination of approved make & shade with necessary adhesive, nails, etc. including priming coat on unexposed surface all complete as directed by the Bank's Engineer. The rate shall also inclusive of providing and fixing necessary aluminum. hollow pipe size of 50 mm X50 mm 1.5mm thick in 600mm X600mm grid and fixed with floor and ceiling with suitable fastener for supports to wall paneing with fasteners to support firmly wall				

	paneling work in position, cost of adhesive, nails, screws, taping, fasteners, etc. complete.			
4	<p><b>Acoustic paneling work with 25 mm thick Fiber Glass Wool</b></p> <p>Providing and fixing acoustic panels in different sizes made by using 25mm thick dense bonded fiber glass wool covered with acoustically transparent decorative fabric in position with necessary clipping to secure the panel tightly in position, etc. complete as per following specifications.</p> <p>a. Fiber glass wool shall be of 25 mm thick and having density not less than 48 Kg per cubic meter. Fiber Glass wool shall require to be cut in different size as per design pattern of acoustic paneling work.</p> <p>b. Wooden peripheral framework of acoustic panel/board shall be made with 34mm X5 mm wooden bidding and assembled in perfect right angle and backing with 9mm thick BWR grade ply wood to hold fiber glass wool in perfect shape and size as required at the site. Fiber glass wool shall be glued to wooden bidding and backing ply wood by spraying heavy dose of adhesive, compressed slightly and allow it to dry for 24 hours.</p>	35	Sqm	
	<p>c. Wrapping acoustically fabric of approved shade and pattern firmly fully on facing side &amp; partly on backing of the panel, stapling with pin or gluing to hold fabric tightly. <b>Basic cost of the fabric shall be Rs. 1500 /sqm inclusive of GST</b></p>			

5	<p>Providing and fixing of 12.5 mm thick gypsum boards to single side of frame work by 25 mm long dry wall screws on studs, floor and ceiling channels at the spacing of 300 mm centre to centre and ceiling frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms / sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts &amp; bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45X15X0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling</p> <p>fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5X25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound, jointing tapes, finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as directed by the Bank but excluding the cost of painting.</p>	170	Sqm		
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	Note: The false ceiling shall be in 1-2 stages in lift lobby area as per existing design. The plan surface of false ceiling shall be measured for payment. Rate shall also inclusive of providing and applying plastic emulsion paint over the one coat primer after proper jointing tapes and with necessary surface preparation, etc. complete			
6	Do false ceiling with GI framework as in item no. 8 above but with 12 mm thick ISI mark BWR grade plywood of approved manufacturer instead of gypsum board and finishing with 4 mm thick veneer sheet in approved design and pattern as per site condition with necessary adhesive including cost of nails, screws, etc. complete as directed by the Bank's Engineer. Cost of veneer shall be Rs. 1400 /Sqm inclusive of all taxes and plan surface of shall be measured for payment.. Rate shall also inclusive of providing and applying melamine machine polishing to veneer with necessary surface preparation, etc. complete.	65	Sqm	
7	<b>Wooden Framework for Stepped Raised Platform</b> Construction of wooden framework for raised stepped sturdy wooden platform/floor by providing, cutting, making and erecting 80mm X 80 mm hard wood pedestals on existing floor tiles and tieing /bracing pedestals together firmly in position with wooden strut/beam (horizontal member) of 32 mm X 60mm hard wood(sal wood) at top & intermediate level including cost of necessary screws/nails, nut/bolts, making holes in wooden section, cost of wooden primer, etc. complete all as directed by the Bank's Engineer. Minimum & maximum height of raised floor shall be 12 cm and 64 cm respectively. Width of raised floor/platform shall be approximately 180 cm to 185 cm.	3	Cum	
8	Providing, cutting and fixing ISI marked 25 mm thick solid core type(non-decorative) Block Board top to raised wooden framework and front elevation of raising in required size with necessary nailing including cost of nails/screws cutting, etc. complete all as directed by the Bank's Engineer.	225	Sqm	

<b>9</b>	Providing & fixing of wooden flooring 14mm to 16mm thick of approved shade & make with suitable profile. Rates are including of door wooden beading for termination of wooden flooring etc complete as directed by Engineer	40	Sqm		
<b>10</b>	Providing, fixing and pasting fabric carpet of approved make with necessary adhesive as per manufacturer's specifications to wooden floor/vitrified tiles/ wooden steps, in proper line and level, cutting as per site requirement including cost of necessary adhesive, L shape wooden profile for steps etc. complete all as directed by the Bank's Engineer. Basic cost of the fabric carpet shall be Rs. 1000/Sqm including GST	225	Sqm		

Name and Signature of contractor:

Date:

Place:

## **Section-5**

### **Annexures**

#### **Annexure I**

##### **Important instructions regarding e-tender**

This is an e-procurement event of Reserve Bank of India, JAIPUR. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

<p>1.</p>	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b> 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/RBI, JAIPUR is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a></b></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU /govt depts → RBI JAIPUR → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, JAIPUR, (before the scheduled time of the e- e-Tender).</p> <p><b>Contact person (MSTC):</b></p> <table> <tbody> <tr> <td>1) Mr Sumit Chakraborty</td> <td>2) Shri Vikas Agrawal</td> </tr> <tr> <td>Deputy Manager (NRO)</td> <td>Assistant Manager</td> </tr> <tr> <td>Mobile no: 7043414496</td> <td>Mobile no- 9004311440</td> </tr> <tr> <td></td> <td>Email - <a href="mailto:vagrawal@mstcindia.co.in">vagrawal@mstcindia.co.in</a></td> </tr> <tr> <td>Landline-01132068276</td> <td>Email - <a href="mailto:smohanta@mstcindia.co.in">smohanta@mstcindia.co.in</a></td> </tr> </tbody> </table> <p><b>Contact person (RBI JAIPUR):</b></p>	1) Mr Sumit Chakraborty	2) Shri Vikas Agrawal	Deputy Manager (NRO)	Assistant Manager	Mobile no: 7043414496	Mobile no- 9004311440		Email - <a href="mailto:vagrawal@mstcindia.co.in">vagrawal@mstcindia.co.in</a>	Landline-01132068276	Email - <a href="mailto:smohanta@mstcindia.co.in">smohanta@mstcindia.co.in</a>
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Landline-01132068276	Email - <a href="mailto:smohanta@mstcindia.co.in">smohanta@mstcindia.co.in</a>										

	<p><b>Shri Harshad Kelkar, Assistant Manager, Estate Department</b></p> <p><b>MOB: 8828202902</b></p> <p><b>B) System Requirement:</b></p> <ul style="list-style-type: none"> <li>i) Windows XP-SP3 &amp; above/Windows 7 Operating System</li> <li>ii) IE-7 and above Internet browser.</li> <li>iii) Signing type digital signature</li> <li>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</li> </ul> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level</p> <p>For more details, vendor may refer to the <b>Vendor Guide</b> and <b>FAQ</b> available at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a></p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(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, JAIPUR. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p><b>Note:</b></p> <p>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.</p>
3.	All entries in the e-Tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b><u>Special Note towards Transaction fee:</u></b> PAYMENT OF Transaction fee is online on MSTC site</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular e-Tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom Of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.</p> <p><b>NOTE:</b> The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p>

	<p><b>Contact Details:</b></p> <p>Shri Vikas Agrawal</p> <p>Deputy Manager (NRO) Assistant Manager</p> <p>Mobile no: 09971668889 Mobile no- 9004311440</p> <p>Email: <a href="mailto:umesh@mstcindia.co.in">umesh@mstcindia.co.in</a> Email - <a href="mailto:vagravwal@mstcindia.co.in">vagravwal@mstcindia.co.in</a></p> <p>Landline-01132068276 Email: <a href="mailto:umesh@mstcindia.co.in">umesh@mstcindia.co.in</a></p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. <b>Transaction fee is non-refundable.</b></p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Vendors are instructed to use <b><i>Upload Documents</i></b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b><i>Attach Document</i></b> link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI JAIPUR and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, JAIPUR as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address 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).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the e-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 e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. <b>The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</b></p> <p>(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 <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><b><u>Bidding in e-tender</u></b></p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAIPUR.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>

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.mstcommerce.com](http://www.mstcommerce.com) → e-procurement → PSU /Government Departments →RBI JAIPUR 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 en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).

e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. 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 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 "Final Submission" button to register their bid

**NOTE:** - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.

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 also 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/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.

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 as the case may be without assigning any reason thereof.

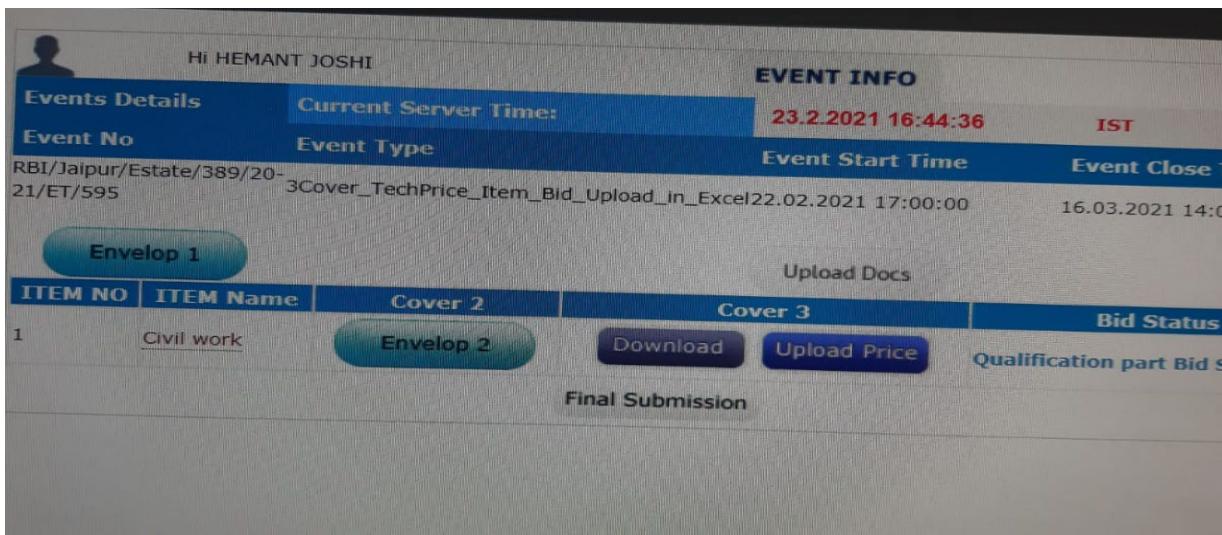
l) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

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

10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAIPUR 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 e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcommerce.com/eproc">www.mstcommerce.com/eproc</a> 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.

### Summary for procedure:

### Screenshot of the screen:



There are three covers:

**Envelop 1:** need to be agreed

**Envelop 2 (Cover2):** need to be agreed

**Cover 3 (price bid):** 1. Download the excel sheet. 2. Fill the rate and upload again without changing the name.

There is one link of Upload Docs. Please upload signed tender on Envelop 1 and Envelop 2. Excel Sheet will be uploaded again on Price bid.

Please remember you have to upload the excel sheet two places

## Annexure II

करार (सफल निविदाकार से)

### ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.500/- stamp paper)

यह समझौता अनुबंध भारतीय रिजर्व बैंक, जयपुर (जिसके बाद बैंक कहा जाएगा) और \_\_\_\_\_ के मध्य दिनांक \_\_\_\_\_ को (इसके बाद "ठेकेदार" कहा जाएगा) निष्पादित किया गया।

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

जहां बैंक वांछित है, \_\_\_\_\_ और किए गए कार्य का विशिष्ट वर्णन करें।

WHEREAS The Bank is desirous of \_\_\_\_\_ and has caused specifications describing the works to be done.

और उक्त विशिष्टाओं के अनुसार, मात्रा और रेखाचित्रों की अनुसूची पर या पार्टियों की ओर से हस्ताक्षर किए गए हैं।

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

और ठेकेदार ने इसके आगे उल्लिखित शर्तों तथा परिणाम की अनुसूची तथा ठेके की शर्तें (जिन्हे) इसके आगे सामग्री रूप से "उक्त शर्तें" कहा गया है) के अधीन उक्त आरेखनों में दर्शाये गए और/या उक्त विनिर्देशों में में वर्णित तथा परिणाम की अनुसूची में सम्मिलित निर्माण कार्य को उनमें निर्दिष्ट दरों के अनुसार हिसाब लगाई गयी कुल राशि पर या ऐसी अन्य राशि पर, जो उनके अधीन देय हो (जिसे इसके आगे "उक्त ठेके की राशि" कहा गया है) निष्पादित करना स्वीकार किया है।

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

अब इस बात पर निम्न तरह से सहमति है:

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

1	<p>समय के विस्तार के लिए प्रावधानों का, लिखित रूप (अर्थात् करार के माध्यम से या पत्रों / ईमेल के आदान-प्रदान के माध्यम से) में जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है, के होते हुए भी, ठेकेदार कायदिश की तारीख से .....वें दिन से कार्य प्रारंभ करने और .....महीने के भीतर संपूर्ण कार्य को पूरा करने के लिए एतद्वारा सहमत है।</p> <p>The Contractor hereby agrees to commence the work from .....<sup>th</sup> day of date of work award letter and to complete the entire work within .....months subject nevertheless to the provisions for extension of time in writing by such form (i.e by way of a deed of agreement or by exchange of letters / emails) as may be mutually decided by the parties</p>
2	<p>उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखनों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा। In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.</p>
3	<p>बैंक ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमें निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए, अदा करेगा। 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.</p>
4	<p>उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित पक्ष उक्त शर्तों का क्रपशः पालन करेंगे, अपने-आपको उनके अधीन मानेंगे तथा उसमें उल्लिखित शर्तों के अधीन अपनी और से करार का निष्पादन करेंगे। 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.</p>
5	<p>इसमें उल्लिखित नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे। The plans, agreement and documents mentioned herein shall form the basis of this Contract.</p>
6	<p>यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह सम्पूर्ण" के संबंध में कार्य को पूरा करने की संविदा है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी। This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the " _____" to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.</p>

7	अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यों हेतु वाजिब सुविधा वहन करनी होगी एवं ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये नुकसान को ठीक करना होगा। The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
8	बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं ड्रॉइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है। The Bank reserves to itself the right of altering the Drawings and 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.
9	समय को इस अनुबंध के महत्वपूर्ण कारक के रूप में माना जाएगा, और ठेकेदार साइट को सौंपने के तुरंत बाद या औपचारिक कार्य आदेश जारी होने के 7 दिनों के बाद जो भी बाद में हो दी गई शर्तों एवं समय विस्तार के प्रावधानों के अनुसार दी गई शर्तों के अनुसार कार्य पूर्ण करेगा एवं समय विस्तार के प्रावधानों के अधीन है। <b>Time</b> shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14 day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition, subject nevertheless to the provisions for extension of time.
10	इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल जयपुर में किए जाएंगे। All payments by The Bank under this Contract will be made only at Jaipur.
11	इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को जयपुर में उत्पन्न माना जाएगा और इनका निपटान केवल जयपुर में न्यायालयों के ही अधिकार क्षेत्र में होगा। All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.
12	इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हे पूर्ण रूप से समझ लिया है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
13	गैर-प्रकटीकरण खंड :ठेकेदार बैंक, के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्त और गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों

	<p>को आगे बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टरमिनेशन के बाद भी बने रहेंगे।</p> <p><b>Non-Disclosure clause:</b> The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. 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 even after the expiry or termination of this agreement for whatever reason.</p>
14	<p>यौन उत्पीड़न की रोकथाम संबंधी उपबंध Prevention of Sexual harassment clause/ ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।</p> <p>The contractor/Agency shall be solely responsible for full compliance with the provision of "the sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints</p>

	Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.
यदि ठेकेदार एक भागीदारी या एक व्यक्ति है If the contract or is a Partners hip or an Individu al	इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं। 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.
यदि ठेकेदार एक कंपनी है If the contract or is a Compan y	इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिक्रत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपयों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपयों का निष्पादन करवाया है। IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

#### Signature Clause

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

(name and designation)

..... in the presence of

(1)  
Address

(2)  
Address

.....  
.....  
.....  
Witnesses

SIGNED AND DELIVERED BY  
 .....  
 .....

If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

(1)

Address

.....  
 .....

2)

.....  
 .....

Address

.....  
 .....

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

### Witnesses

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

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

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

.....  
 In the presence of

( 1 )

.....

( 2 )

.....

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

(1) .....

.....

(2) .....

.....

SIGNED AND DELIVERED BY the Contractor by the hand Of Shri

.....

and duly constituted attorney.

## Annexure III

**PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT/**  
**Retention Money**

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

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

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

The Regional Director

Reserve Bank of India,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Name of the work** \_\_\_\_\_ -

**Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money**

WHEREAS

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

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

## NOW THIS GUARANTEE WITNESSETH

1. We    (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs.                    (Rupees                    only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs.                    (Rupees                    only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs.                    (Rupees                    only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any

time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto \_\_\_\_\_ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature .....

Name .....

Address .....

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