



ई-निविदा सूचना

भारतीय रिज़र्व बैंक, मुख्य कार्यालय भवन, जयपुर भारतीय रिज़र्व बैंक की मालवीय नगर जयपुर में स्थित कॉलोनी को तोड़ने, निपटान और उक्त कॉलोनी से प्राप्त बिल्डिंग मलबे के उपयोगी सामग्रियों को ले जाने/ उसके प्रति एक मूल्य देने के कार्य हेतु पात्र बोलीदाताओं से दो भागों (भाग-I तथा भाग-II) 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/ फ़र्म 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 रिज़र्व बैंक की मालवीय नगर जयपुर में स्थित कॉलोनी को तोड़ने, निपटान और उक्त कॉलोनी से प्राप्त बिल्डिंग मलबे के उपयोगी सामग्रियों को ले जाने/ उसके प्रति एक मूल्य देने के कार्य
ख. ई-निविदा की संख्या	RBI/Jaipur Regional office/Estate/2/24-25/ET/35
ग. बैंक को जमा की जाने वाली अनुमानित लागत	₹20,00,000/-
घ. निविदा की प्रक्रिया	ई-खरीद प्रणाली ऑनलाइन भाग-1 (टेक्नों-वाणिज्य बोली) और भाग-2 (मूल्य बोली) (www.mstcecommerce.com/eproc) के जरिए
ङ. निविदाकर्ताओं को डाउनलोड करने हेतु एनआईटी की उपलब्धता की तारीख	15 अप्रैल 2024, दोपहर 02 बजे से
च. पात्र फ़र्म	खुली निविदा
छ. बयाना जमा - राशि	₹2,00,000/- (दो लाख रुपये मात्र) की बयाना राशि एनईएफटी के माध्यम से, नीचे दिए गए विवरणानुसार, भाग-1 टेक्नों-वाणिज्य बोली के साथ जमा करवानी होगी: खाता संख्या – 8692299 IFSC कोड – RBIS0JPPA01 नोट: आईएफएससी कोड का पाँचवा एवं दसवां अंक शून्य है। सभी निविदाकारों को बयाना राशि जमा करानी होगी। (विवरण के लिए कृपया ई-निविदा दस्तावेज़ के पैरा 1.1.2 का संदर्भ लें)
ज. www.mstcecommerce.com/eproc पर ऑन लाइन टेक्नो-वाणिज्यिक बोली तथा कीमत बोली के प्रस्तुतीकरण के लिए ई-टेंडर शुरू होने की तारीख	15 अप्रैल 2024, दोपहर 02 बजे से
झ. ऑन लाइन टेक्नो-वाणिज्यिक बोली तथा मूल्य बोली के प्रस्तुतीकरण के लिए ई-टेंडर खत्म होने की तारीख	13 मई 2024, दोपहर 02:00 बजे तक
ञ. भाग I खोलने की तारीख (अर्थात टेक्नो-वाणिज्यिक बोली)	13 मई 2024, दोपहर 03:00 बजे
भाग II 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 लि. द्वारा सूचित गेटवे/ एनईएफटी/ आरटीजीएस के माध्यम से

टिप्पण – 1. कृपया नोट करें कि पोर्टल से टेंडर दस्तावेज़ डाउनलोड करने के लिए कोई टेंडर-शुल्क नहीं है।

2. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता रखने के समर्थन में दस्तावेज़ी 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 आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

4. भविष्य में निविदा से संबंधित जारी किए गए किसी भी संशोधन/शुद्धिपत्र, यदि कोई हो, को केवल भारतीय रिज़र्व बैंक की वेबसाइट (<https://www.rbi.org.in>) और एमएसटीसी वेबसाइट 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**

**e-Tender No: RBI/Jaipur Regional office/Estate/2/24-
25/ET/35**

**Demolition & disposal of unserviceable materials and
giving credit (value in terms of money) for taking away the
serviceable materials salvaged from the distressed
buildings at RBI colony, Malviya Nagar, Jaipur**

Part I

Techno-Commercial Bid

Name of Bidder:.....

Address:.....

Telephone no:.....

Email Address:.....

Last Date and time of submission of bid/tender: May 13, 2024, upto 14:00 Hrs

Reserve Bank of India (RBI)	
Estate Department	
Jaipur	
E-Tender: Part I / Techno- commercial bid	
Section I : Commercial Conditions	
1.1	Name of work: RBI Jaipur invites tender of “ Demolition & disposal of unserviceable materials and giving credit (value in terms of money) for taking away the serviceable materials salvaged from the distressed buildings at RBI colony, Malviya Nagar, Jaipur ” in two Parts from eligible bidders. It is e-tender and the service provider is MSTC. Refer Annexure I before proceeding further.
1.1.1	Estimated credit value of work: ₹20 lakh
1.1.2	Earnest Money Deposit: All bidder needs to be submitted EMD of ₹2,00,000/-. EMD amount must be reflected in our account on and before the last date and time of submission of tender.
1.1.3	Time for completion of work: 90 days from the 14 th day of date of work order.
1.1.4	Transaction fee of tender will be directly submitted at MSTC website
1.1.5	Date of start of tender: April 15, 2024, from 14:00 Hrs onwards
1.1.6	Last date and time of submission of tender: May 13, 2024, upto 14:00 Hrs
1.1.7	Date and time of opening of Part I of tender: May 13, 2024, at 15:00 Hrs.
1.1.8	Date and time of opening of Part II of the tender: Part II will be opened on the same day if there will be no deviation submitted by the bidder. Otherwise, Part II will be opened on the other date which will be communicated to bidders through email.
1.1.9	Contact person for clarification: Ashok Kumar Gupta (Tech.), ashokkgupta@rbi.org.in Ph.- 9717108444
1.1.10	Eligibility Criteria: The demolition agency/ contractor must have experience of having satisfactorily demolished at least one building/buildings within the last five years from the date of opening of tender, having minimum four stories(G+3), having built up area more than 900 sqm under single agreement / work order. They should submit work done certificate, mentioning the number of stories demolished, built up area of demolished building/buildings with performance. Bidders/ contractors who have submitted the work done certificate for demolition of private building, in such a case they should submit proof for payment of GST to the Government on sale amount or permission accorded by the local body for demolition of said building/buildings. (Note: The built-up area of demolition done by the intending bidder/contractor to become eligible for tender will be considered for building/buildings demolished under single agreement/ work order only.) If the bidder /contractor fails to meet the eligibility criteria, as above his bid will be rejected and not opened.
1.2	Tendering Process: 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 Annexure I). Rates of Part II will be directly submitted at MSTC website.
1.3	Part II (Financial bid): Part I will be opened on the date and time mentioned above. No deviation will be accepted in Part I of tender. If firm puts deviation in the tender,

	<p>their tender may be out rightly rejected, or The Bank may consider deviation. Part II will be opened for those bidders who qualified in Part I of the tender. The highest quoted Credit amount in the Part II, will be declared as /successful bidder (H1 bidder) and tender will be awarded after depositing the quoted credit value to the Bank.</p> <p>The Bank discourages the stipulation of any additional 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. All the tenderers 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 the already submitted tendered rate shall be called Part II, will be opened in the presence of the representatives of firms on the due date advised.</p>
1.4	<p>The rates quoted in Part II of the 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 an item rate tender, and all items are to be executed as directed by Technical officer deputed in the Bank.</p>
1.5	<p>Inspection of site:</p> <p>Intending bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their bids as to the nature of the site (so far as is practicable) mechanism/equipment/safety precautions they may require and in general shall themselves obtain all necessary information as to risks contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all material, mechanism, equipment's, tools and plants water, electricity, access safety and other facilities for workers, safety requirements to adjoining structures and all other service requirements to adjoining structures and all other service required for work unless otherwise specifically provided for in the bid documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and prevailing condition and local conditions and other factors.</p>
1.6	<p>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 estatedeptjaipur@rbi.org.in}. If the bidder fails to submit the EMD, tender may cancel. EMD should be interest free and shall be returned to unsuccessful bidders after awarding the work and EMD of H1 bidder/ successful bidder will be returned after completion of the work in all respect.</p> <p><u>EMD shall be forfeited if the Bidder:</u></p> <p>(i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of</p>

	<p>any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or</p> <p>(ii) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.</p> <p>(iii) has been blacklisted by any Government agency and the blacklisting is still in force.</p> <p>(iv) If the bidder fails to complete the work.</p>
1.7	Validity of tender: 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.
1.8	<p>Signing of Contract Agreement</p> <p>The successful bidder shall be bound to implement the Contract within 14 days from the date of work order. The cost of the necessary stamp paper (₹500) for execution of the agreement shall be borne by the Bidder. The format of agreement is attached at annexure-II.</p>
1.9	Time Period: Entire work shall be completed as indicated above, failing which demurrage charges ₹5000/- per day maximum up to EMD value, will be recovered for delay beyond the contractual period of completion. The work is allowed to be carried out during working hours (7 AM to 7 PM).
1.10	<p>Extension of time: (before expiry of original date of completion)</p> <p>If the H1 bidder desire any extension of time for completion of work on grounds of there having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrance. 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>
1.11	Safety and Statutory measures: The bidder shall take all safety measures 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.
1.12	Cleanliness: 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.
1.13	Non-Disclosure clause: 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.
1.14	<p>The Bidder / Agency shall comply 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 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 workplace 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>
1.15	<p>Termination of Contract by the Employer</p> <p>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.</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> <p>Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,</p> <p>Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,</p> <p>Or if the Employer determine that the Contractor</p> <p>(i) has abandoned the Contract, or</p> <p>(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</p> <p>(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</p>

	<p>(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</p> <p>(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.</p> <p>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.</p>
1.16	<p><u>Termination of Contract by Contractor</u></p> <p>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.</p>

1.17	<p><u>Insurance:</u> The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipments/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> <p>a) work man compensation for working men.</p> <p>b) Third party liability (₹1 Lakh per accident maximum for 3 period)</p> <p>Note: 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.</p>
1.18	<p><u>Issue of work order:</u></p> <p>Work order will be issued after depositing of quoted credit value to the Bank. All insurance policy has to be submitted before start the work. Quoted Credit value need to submit 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 estatedeptjaipur@rbi.org.in}.</p>
1.19	<p>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.</p>
1.20	<p><u>Prices for extra etc. ascertainment of</u></p> <p>The Contractor may, when authorised 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 authorised 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</p>

	<p>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>
1.21	<p><u>Removal of improper works:</u></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>
1.22	<p><u>Special Condition:</u></p> <p>The H1 bidder shall submit the demolition plan along with the approach thereof and execute the plan on finalization by the Bank's Engineer.</p> <ol style="list-style-type: none"> 1) Precautionary measures need to be taken prior to taking up actual dismantling of a structure. All the persons engaged for the demolition work shall be adequately insured and labour license obtained in respect of them by the H1 bidder at his sole cost and responsibility. 2) While demolishing the existing unsafe buildings, any nuisance to the neighborhoods shall not be created and damage to the other adjacent buildings shall not be done. Since some of the buildings standing on the same plot of land shall remain functional throughout the demolition work, buildings to be demolished shall be dismantled by parts and in pieces. The dismantled materials /scaffolding shall not be stacked in the common area. Due care shall be taken to ensure that all other installations like, street light poles, feeder pillars, fire hydrants, etc. shall not get damaged. 3) The buildings to be dismantled may have some damaged or cracked members not exposed to vision. Hence, prior to commencement of dismantling, elaborate examination of the structure need be made to find out any such thing, if any and taking precautionary measures by adequately protecting the part of the structure by temporary supporting structures by propping etc. shall be done to prevent collapse of the structure or its part during the operation of dismantling. 4) The area of the site with the structure and at least 5.0 m around beyond the structure should be barricaded before commencing any demolition activity. Signs

displaying that the structure is under demolition and proper lighting arrangement with red alert lights should be provided. All the existing trees, shrubs, horticulture work, etc. which is likely to get damaged during the operation of dismantling shall be shifted to some other safe location on the same plot of land, as far as practicable.

5) All the service connections, like electric supply, water supply, gas supply, telephone, sewer, firefighting hydrants, gardening hydrants, etc. shall be disconnected prior to any demolishing activity at site. Since these service connections are common to all the buildings, care is required to be taken for NOT disconnecting the services to functional buildings. This disconnection shall be done by the department within three days after receipt of written requisition from the H1 bidder for each building in a phased manner.

6) All necessary arrangements should be made prior to actual commencement of demolition work and proper signs, displaying the arrangement that demolition work is in progress, should be placed at prominent places.

7) It is always desirable that the demolition work should preferably be done during daytime. However, if such work has to be carried out at night, proper prior permission from The Bank's Engineer shall be obtained apart from making proper lighting arrangement with warning signals and red alert signals. Watchmen should be necessarily provided to avoid probable accidental injuries, if any, to workers or members of public at large.

8) Quick removal of the dismantled materials is necessary so that the space inside is free for movement of the workers and vehicles as and when necessary. The entrance and exit of the site must be kept free to ensure quick removal of the dismantled materials.

9) Fragile materials like glass etc. fixed on the structure shall be removed earlier separately before actual commencement of demolition of structure.

10) Frequent checking of the temporary supporting structures needs to be made to avoid any disaster from them.

11) Materials of dismantled building, rubbish, malba etc. shall be removed and disposed of outside Campus / RBI site as soon as it accumulates in one removable unit (truck/tempo load) of quantity either by mass or volume or even less than that whenever specifically directed by the Bank's Engineer.

12) During the course of demolition, if any mishap occurs, it will be entirely at the demolishing agency's risk and cost and peril and any compensation payable is to be borne by the demolishing/ purchasing agency.

13) The demolition activity is to be planned in such a way that it produces the least noise.

14) The dust during demolition is to be restricted by spraying water to avoid particulate pollution in the air.

	<p>15) Necessary care should be taken while disposal of rubbish/malba/debris/ dismantled materials that there will not be any spillage. The vehicle carrying such materials should be duly covered / equipped with suitable arrangement.</p> <p>16) Necessary permission to dump debris on the dumping ground, if any, may be obtained by the H1 bidder (bidder/contractor) from the concerned authority at his own cost.</p> <p>17) All the workers engaged in demolition activity shall be got suitably insured by the bidder/demolishing contractor under his sole cost and responsibility by paying necessary consideration/ premium for the same.</p> <p>18) The entire work from arranging the precautionary measures to clearing the site including removal of the dismantling materials should be programmed carefully with due consideration of the sequences of the activities and their required duration, so that the work may be carried out smoothly and no hindrance to the work is caused during progress of the work.</p> <p>19) The dismantling shall be carried out systematically and from the top downwards, story by story. Lowering of the dismantling material from the upper floor also shall be done carefully and the system to be adopted needs be monitored properly to avoid any accident.</p> <p>20) The structure shall be cleared off by demolishing up to ground level including flooring C.C. Tiles, paver blocks, base concrete etc. All pieces of bricks, mortar, concrete and any rubbish of dismantlement shall be cleared off from the campus completely with the satisfaction of the Bank' Engineer.</p> <p>21) No entry to the site to the Demolishing Agency/ his representative/ worker shall be allowed without production of appropriate identify proof. They should use existing entry/ exit arrangement prevailing at site. Entry permission will be issued by the RBI.</p> <p>22) The whole of the works included in the contract shall be executed by the Contractor and the Contractor is not sublet the work thereof or any interest therein, The Contractor shall be responsible for all injuries or damages to persons, animals or things and for all damage to property, which may arise from any act of omission on the part of the Contractor. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall indemnify and keep indemnified the Engineer-in-charge and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon any such third party claims.</p> <p>23) The demolishing agency is required to stack the reinforcement bars, GI/CI pipes, door window frames and shutters, etc. obtained from dismantling/demolishing work at suitable space inside the campus. The said materials shall be allowed to be taken out</p>
--	--

	of the demolition site only after removal of rubbish/malba and other waste materials of that building from the said site of RBl.	
1.23	Any other condition: Nil	
Date	Signature of the firm	
Place	(By a person holding the Authority/Power of Attorney)	

Section-II
Details of Tenderers

A. Particulars of Firm:

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone	
	Email	
	Fax	

B. The details of bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

C. Prequalification Criteria :

Following are our Clients for whom we have executed "eligible" works during last 5 years as per the eligibility criteria (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address :			
	Name of the Contact Person:			
	His/her Mobile No. :			
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion, if any:			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
9	Gross value of the work completed and paid for :			

Note : All the details must be filled in the tender documents only no separate annexure will be accepted. Only Submit documents in support of details filled above.

Signature of Tenderer with stamp/Date

Section-III (Scope of the work)

Demolition & disposal of unserviceable materials and giving credit (value in terms of money) for taking away the serviceable materials salvaged from the distressed buildings at RBI colony, Malviya Nagar , Jaipur, namely Block A-1 (16 Units) A-2, (8 Units), A-3 (16 Units), A-4 (8 Units),A-5 (16 Units), A-6 (16 Units), Block B-1 (8 units), Block B-2(16 Units), Block B-3(16 Units), Community Hall, School Building , Pump House, Amenity Block and Security Guard Room (total 9 residential buildings and other amenity blocks) of RBI standing on Malviya Nagar Jaipur.

RBI Staff colony Malviya Nagar

S.No.	Type of block	No of floor	Total no of flats	Avg Carpet Area of each flat (Sqm)
1	Class III (A1-A6)			
	A1	G+3	16	47.5
	A2	G+3	12	
	A3	G+3	16	
	A4	G+3	12	
	A5	G+3	16	
	A6	G+3	16	
		Total	88	
2	Class IV(B1-B3)			
	B1	G+3	16	29.9
	B2	G+3	12	
	B3	G+3	16	
		Total	44	
3	Community Hall , School building, pump house, canteen etc		LS	769
In overall total built up area with all construction				11341.85 sqm

All the above buildings shall be demolished in general up to ground level including plinth beam to be demolished even below ground level. The site shall be fully cleared and levelled after demolition work and after clearance of all malba, debris and all materials obtained from the demolition. Electrical substation (inside transformer/panels) is not part of demolition.

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

Section-IV (Un-priced financial- bid/ Part-II)

Demolition & disposal of unserviceable materials and giving credit (value in terms of money) for taking away the serviceable materials salvaged from the distressed buildings at RBI colony, Malviya Nagar , Jaipur

Sl. No	Item of work	Quantity	Unit
1	Demolition & disposal of unserviceable materials and giving credit (value in terms of money) for taking away the serviceable materials salvaged from the distressed buildings at RBI colony, Malviya Nagar , Jaipur, namely Block A-1 (16 Units) A-2, (8 Units), A-3 (16 Units), A-4 (8 Units),A-5 (16 Units), A-6 (16 Units), Block B-1 (8 units), Block B-2(16 Units), Block B-3(16 Units), Community Hall, School Building , Pump House, Amenity Block and Security Guard Room (total 9 residential buildings and other amenity blocks) of RBI standing on Malviya Nagar Jaipur	Complete one job as per Bid/NIT and item of work	L.S.

Credit Value means : {Cost of Scrap Value – cost of demolition and removing of debris from site} rate should be inclusive of GST

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

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.

1.	<p>Process of E-tender :</p> <p>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/RBI, JAIPUR is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprochome/rbind</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement→common portal→ 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> <table border="1" data-bbox="252 1585 1485 1883"> <tr> <td colspan="2" data-bbox="252 1585 1141 1682">North Zone Helpdesk</td></tr> <tr> <td data-bbox="252 1682 1141 1778">Phone Number</td><td data-bbox="1141 1682 1485 1778">Email</td></tr> <tr> <td data-bbox="252 1778 1141 1883">011-23212357, 011-23215163, 011-23217850</td><td data-bbox="1141 1778 1485 1883">mstcnro@mstcindia.co.in</td></tr> </table> <p>Availability : 9:30 AM to 5:00 PM on all working days for all Technical issues relating to e-Auction, e-Tenders, System settings etc.</p>	North Zone Helpdesk		Phone Number	Email	011-23212357, 011-23215163, 011-23217850	mstcnro@mstcindia.co.in
North Zone Helpdesk							
Phone Number	Email						
011-23212357, 011-23215163, 011-23217850	mstcnro@mstcindia.co.in						

	HO Central Help Desk	
	Phone Number	Email
	07969066600	helpdesk@msteindia.co.in
	Availability : 9:30 AM to 5:00 PM on all working days for all Technical issues relating to e-Auction, e-Tenders, System settings etc.	
	<p>Contact person (RBI JAIPUR):</p> <p>Mr. Amit Khandelwal (AGM)</p> <p>Contact: 8800770119/ 0141 – 2573159</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <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 Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome.</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>Note:</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><u>Special Note towards Transaction fee:</u> 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>NOTE : 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>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. Transaction fee is non-refundable.</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 Upload Documents 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 Attach Document 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. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</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 www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender</u></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.
- 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 → 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.

	<p>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.</p> <p>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.</p> <p>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.</p>
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 www.mstcecommerce.com/eprochome/rbind 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.

करार (सफल निविदाकार से)

ARTICLES OF AGREEMENT (for successful bidder)

(On the ₹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 _____ (thereinafter 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 विशिष्टताओं 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 (जिन्हें इसके आगे सामग्री रूप से "उक्त शर्तें" कहा गया है) के अधीन उक्त आरेखनों में दर्शाए गए और/या उक्त विनिर्देशों 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 कार्यदिश की तारीख सेवें 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 fromth 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 आरेखों 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"</p> <p>" 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/</p>

	<p>Lump sum Contract nor a Piece work Contract but is a Contract to carry out the</p> <p>“ _____ ” 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	<p>अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यो हेतु वाजिब सुविधा वहन करनी होगी एवं ऐसे कार्यो 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.</p>
8	<p>बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं ड्राइंग 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.</p>
9	<p>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 14 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। Time 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.</p>
10	<p>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.</p>
11	<p>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.</p>
12	<p>इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हें 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.</p>
13	<p>गैर-प्रकटीकरण खंड: ठेकेदार, बैंक के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की</p>

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 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। 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 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।

Non-Disclosure clause: 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

	<p>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/</p> <p>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 workplace (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 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 workplace and related issue.</p>
यदि ठेकेदार एक भागीदारी या एक व्यक्ति है If the	<p>इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं।</p> <p>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.</p>

contract or is a Partnership or an Individual	
यदि ठेकेदार एक कंपनी है If the contract or is a Company	इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिकृत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपियों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपियों 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

.....

.....

(1)

Address

.....

.....

.....

2)

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

.....

..

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

.....

.....

.....

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.

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.

***On the Letter Head of
company/firm/organization***

 **Please always quote in your correspondence**

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Rambagh Circle
Jaipur-302004

Dear Sir,

Name of Work: _____

Client's Certificate regarding performance of the Contractor

We confirm that M/s. (Name of the contractor) _____ have carried out the following work/s for us. The firm may be considered sound for entrusting captioned costing up to Rs.....Lakh.

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount), if any	
8	Gross amount of the work completed and paid for	
9	Performance Report :	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	

Sr. No.	Particulars	Comments of the Client
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
10	Comments of the Client on the capabilities of the M/s. _____ (Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)
For S.E.(E) / Executive Engineer (E)

Note:

* Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU

* Responding Officer should be of the Rank of General Manager in respect of Private organizations

* The matter written in italic not to be printed on the final Performance Certificate