



**भारतीय रिज़र्व बैंक/ Reserve Bank of India  
संपदा विभाग/ Estate Department  
चेन्नै /Chennai**

**बैंक के मुख्य कार्यालय भवन, चेन्नई में स्टैंडअलोन एसी इकाइयों के रखरखाव के लिए व्यापक वार्षिक रखरखाव अनुबंध के लिए निविदा।**

**Tender for Comprehensive Annual Maintenance Contract for Maintenance of Standalone AC units at Bank's Main Office Building, Chennai.**

**निविदा दस्तावेज़ Tender Document**

**भाग1 / PART- I**

**आरबीआई / चेन्नै / संपदा / 455/22-23 / ईटी /714**

**RBI / Chennai / Estate /455/ 22-23 / ET /714**

**Last date for submission: 14:00 Hrs on March 23, 2023**

## **DISCLAIMER**

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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## निविदा आमंत्रित करते हुए नोटिस

ई-निविदा सं. कार्य का नाम	आरबीआई/चेन्नै/संपदा/ 455/22-23/ईटी/714 बैंक के मुख्य कार्यालय भवन, चेन्नई में स्टैंडअलोन एसी इकाइयों के रखरखाव के लिए व्यापक वार्षिक रखरखाव अनुबंध के लिए निविदा।
निविदा का प्रकार	ई-प्रोक्यूरमेंट प्रणाली (www.mstcecommerce.com/eprochome/rbi के माध्यम से ऑनलाइन भाग-I तकनीकी-वाणिज्यिक बोली और भाग-II- कीमत बोली) अनुबंध 1 में ई-निविदा के लिए दिशा-निर्देश दिए गए हैं।
अनुमानित लागत	₹8.85 लाख जीएसटी सहित
डाउनलोड करने के लिए पार्टियों को उपलब्ध एनआईटी की तारीख	फ़रवरी 20, 2023 को 4:00 बजे
निविदा पूर्व बैठक	मार्च 09, 2023 को पूर्वाह्न 12:00 बजे को ऑफलाइन (स्थल: भारतीय रिज़र्व बैंक, दूसरी मंजिल, संपदा विभाग, राजाजी सालै, फोर्ट ग्लेसिस, चेन्नै-600001)
बयाना जमा राशि (ईएमडी) ईएमडी प्रस्तुत करने की अंतिम तारीख	₹. 17,708/- मार्च 23, 2023 को 2:00 बजे
सुरक्षा जमा (एसडी)	सफल निविदाकार के लिए, ईएमडी को प्रतिभूति जमाराशि के रूप में रखा जाएगा। प्रतिभूति जमाराशि को एएमसी संविदा के सफलतापूर्वक हो जाने के बाद बिना किसी ब्याज के लौटा दिया जाएगा।
तकनीकी-वाणिज्यिक बोली और कीमत बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	मार्च 13, 2023 को 4:00 बजे
तकनीकी-वाणिज्यिक बोली और बोली की कीमत ऑनलाइन प्रस्तुत करने के लिए ई-निविदा बंद करने की तारीख	मार्च 23, 2023 को 2:00 बजे
भाग-I खोलने की तारीख (तकनीकी-वाणिज्यिक बोली)	मार्च 23, 2023 को 3:30 बजे
भाग-II खोलने की तारीख (कीमत बोली)	सफल बोलीकर्ताओं की निविदा के भाग- II (कीमत बोली) को बाद की तारीख में खोला जाएगा जिसे सफल बोलीकर्ता को सूचित किया जाएगा।
लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे/एनईएफटी/आरटीजीएस के माध्यम से किया जाना है।

बैंक न्यूनतम निविदा स्वीकारने के लिए बाध्यकारी नहीं है और किसी भी निविदा को पूर्णतः या अंशतः स्वीकारने का अधिकार रखते हैं। बैंक बिना कोई कारण दिए सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
चेन्नै

**Notice Inviting Tender:**

E-tender No.	RBI / Chennai / Estate /455/ 22-23 / ET /714
Name of work	<b>Comprehensive Annual Maintenance Contract for Maintenance of Standalone AC units at Bank's Main Office Building, Chennai</b>
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> ) - Guidelines for e-tender has been provided as Annexure - I.
Estimated Cost	<b>₹8.85 Lakhs inclusive of GST</b>
Date of NIT available to parties to download	<b>16:00 Hrs of February 20, 2023.</b>
Pre-Bid Meeting	Offline at 12:00 Hrs on <b>March 09, 2023</b> (Venue: Reserve Bank of India, Estate Department, 2nd Floor, Rajaji Salai, Fort Glacis, Chennai 600001).
Earnest Money Deposit(EMD)	<b>₹ 17,708/-</b>
Last Date of submission of EMD	<b>14:00 Hrs on March 23, 2023</b>
Security Deposit (SD)	For successful tenderer, the EMD shall be retained as security deposit. The security deposit will be returned after successful completion of the AMC Contract without any interest.
Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	<b>16:00 Hrs on March 13, 2023</b>
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>14:00 Hrs on March 23, 2023</b>
Date of opening of Part-I (techno-commercial bid)	<b>15:30 Hrs on March 23, 2023</b>
Date of opening of Part-II (price bid)	Part II (Price Bid) of the tender of the qualified bidders shall be opened on a subsequent date, which shall be intimated to the qualified bidders.
Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Regional Director  
Reserve Bank of India  
Chennai

## 1. अनुबंध I : ई-प्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश/ Annexure I: Important Instructions for E – Procurement

बोलीकर्ताओं से अनुरोध किया जाता है कि ऑनलाइन निविदा प्रस्तुत करने से पहले इस निविदा की शर्तों को पढ़ लें।

ई-निविदा की प्रक्रिया :

A) पंजीकरण :एमएसटीसी ई -प्रोक्यूरमेंट पोर्टल में वेंडर का पंजीकरण किए जाने की प्रक्रिया शामिल है जो कि निशुल्क है। पंजीकरण के बाद ही, वेंडर अपनी बोली इलेक्ट्रॉनिकली प्रस्तुत कर सकते हैं। तकनीकी बोली और साथ ही वाणिज्यिक बोली के प्रस्तुतिकरण के लिए इलेक्ट्रॉनिक बोली लगाना इंटरनेट पर ही किया जाएगा। वेंडर के पास श्रेणी III साइनिंग टाइप डिजिटल प्रमाणपत्र होना चाहिए। बोली लगाने के लिए वेंडरों को अपनी तरफ से इंटरनेट सुविधा युक्त कंप्यूटर की व्यवस्था करनी होगी। ऐसी व्यवस्था उपलब्ध कराने के लिए एमएसटीसी उत्तरदाई नहीं है।) बिना डिजिटल हस्ताक्षर के बोलियां रिकार्ड नहीं की जाएंगी।(

विशेष नोट: तकनीकी बोली और वाणिज्यिक बोली को [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) में ही प्रस्तुत करें।

(1वेंडरों को निम्न पर अपना पंजीकरण कराना आवश्यक है। [www.mstcecommerce.com](http://www.mstcecommerce.com)→ e-Procurement →PSU/Govtdepts→ Select RBI Logo>Register as Vendor -- Filling up details and creating own user id and password→ Submit.

(2पंजीकरण फार्म भरते समय दिए गए ई-मेल आईडी पर वेंडर को पंजीकरण संबंधी पुष्टि की सूचना देते हुए सिस्टम जनित मेल प्राप्त होगा। किसी भी तरह के स्पष्टीकरण के लिए वेंडर आरबीआई/एमएसटीसी से संपर्क कर सकते हैं,(ई-निविदा के निर्धारित समय से पहले)

संपर्क व्यक्ति) आरबीआई – कार्य समय के दौरान ही

1. श्री पी. चंद्रशेखर ( प्रबंधक,संपदा विभाग)  
044-2539 9027 ([pchandrasekar@rbi.org.in](mailto:pchandrasekar@rbi.org.in))
2. श्री क्षितिज दहाट (सहायक प्रबंधक,संपदा विभाग)  
044-2539 9240 ([kqdahat@rbi.org.in](mailto:kqdahat@rbi.org.in))

संपर्क व्यक्ति) एमएसटीसी लिमिटेड -कार्य समय के दौरान

1. श्री षण्णमुगम 91763 97264 ([nshanmugam@mstcindia.co.in](mailto:nshanmugam@mstcindia.co.in))
2. श्री जे दामोदरन – 9841002253 ([idamodaran@mstcindia.co.in](mailto:idamodaran@mstcindia.co.in))
3. एमएसटीसी हेल्प लाइन - 9499054101/2/3/4 ([helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in))

Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

B) सिस्टम आवश्यकताएं :

- i) विंडोज़ 7 या उससे ऊपर का ओपरेटिंग सिस्टम
- ii) आईई 7-और उससे ऊपर का इंटरनेट ब्राउजर
- iii) साइनिंग टाइप का डिजिटल हस्ताक्षर
- iv) सिस्टम में नवीनतम अद्यतन किया गया JRE ) 8x86 Offline) सॉफ्टवेयर जिसे डाउनलोड करके सिस्टम में इंस्टॉल किया जाए।

साइनर बॉक्स में DSC के प्रकटीकरण के लिए“ Protected Mode” को डिस्बल करने के लिए निम्नलिखित सेटिंग्स करें-

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

अन्य सेटिंग्स:

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

सभी active X controls और ' use pop up blocker' को डिसेबल करने के लिए Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

तकनीकी-वाणिज्यिक बोली और मूल्य बोली [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) पर ऑनलाइन ही प्रस्तुत करनी होंगी। निविदाएं विनिर्दिष्ट तारीख और समय पर इलक्ट्रॉनिकली ही खोली जाएंगी।

निविदा में सभी प्रविष्टियां बिना संदिग्धार्थ के ऑनलाइन तकनीकी एवं वाणीज्यिक फॉर्मेट में की जानी चाहिए।

लेन-देन शुल्क संबंधित विशेष नोट :

वेंडर लॉगिन में “ My Menu” लिंक के तहत दिए गए “ Transaction Fee Payment” द्वारा वेंडर लेन-देन शुल्क का भुगतान करेंगे। वेंडर को ईवेंट ड्रापडाउन बॉक्स से निविदा का चयन करना होगा। वेंडर को या तो एनईएफटी अथवा नेट बैंकिंग के माध्यम से भुगतान करने की सुविधा उपलब्ध होगी। एनईएफटी का चयन करने पर वेंडर द्वारा फार्म भरे जाने पर एक चालान जनित होगा। वेंडर चालान में प्रिंट किए गए ब्यौरे के अनुसार उसमें बिना परिवर्तन किए लेन-देन शुल्क का भुगतान कर करेंगे। ऑनलाइन पैमेंट चुनने पर निविदाकर्ता को अपने डेबिट/क्रेडिट कार्ड/नेट बैंकिंग से भुगतान करने के प्रावधान उपलब्ध होंगे। एमएसटीएस के पदनामित बैंक खाते में एकबार भुगतान जमा हो जाने के बाद, लेनदेन शुल्क स्व प्राधिकृत हो जाएंगे और वेंडर को सिस्टम जनित मेल की प्राप्ति होगी। लेन-देन शुल्क अप्रतिदेय है। वेंडर लेन-देन शुल्क का भुगतान किए बिना ऑनलाइन निविदा एक्सेस नहीं कर पाएगा।

### **ध्यान दें:**

बोलीकर्ताओं को सूचित किया जाता है कि वे कार्य के समापन समय से पर्याप्त पहले अग्रिम रूप से लेन-देन फीस प्रेषित करें ताकि उन्हें बोली जमा करने के लिए पर्याप्त समय मिल सके।

निविदा प्रदान किए जाने तक निविदा की पूरी प्रक्रिया के दौरान अपलोड की गई निविदाओं/ शुद्धिपत्रों के बारे में जानकारी केवल ईमेल द्वारा भेजी जाएगी। इसलिए वेंडरों को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी के साथ अपना पंजीकरण कराते समय उनके द्वारा दी गई ईमेल आईडी वैध और अद्यतन है। वेंडरों से यह भी अनुरोध है कि वे अपने डीएससी डिजिटल हस्ताक्षर प्रमाणपत्र (की वैधता सुनिश्चित करें)।

एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-निविदा को एक्सेस नहीं किया जा सकता।

### **ई-निविदा में बोली लगाना:**

क. बयाना जमाराशि सभी आशियत निविदाकर्ताओं द्वारा भारतीय रिज़र्व बैंक के खाते में **14:00 Hrs** को **मार्च 23, 2023** बजे तक या उससे पूर्व **₹17,708/-** की राशि बयाना जमाराशि के रूप में प्रेषित की जाएगी। एनईएफटी/आरटीजीएस लेनदेन के लिए खाता विवरण निम्नानुसार हैं-

**लाभार्थी का नाम: RBI CHENNAI**

**आईएफएससी:RBIS0CNPA01 (पांचवां और दसवां अंक शून्य है)**

**खाता संख्या: 186003001**

लेनदेन संख्या (स्कैन की गई प्रति) के साथ प्रेषण का साक्ष्य संलग्न/ अपलोड किया जाए। बोलीकर्ताओं को लेन-देन संख्या (स्कैन प्रति) का साक्ष्य **estatechennai@rbi.org.in** पर भी भेजने के लिए सूचित किया जाता है।

इच्छुक बोलीकर्ता नियत तारीख से पहले बैंक द्वारा निर्धारित प्रारूप) अनुलग्नक डी) में भारतीय रिज़र्व बैंक के पक्ष में आहरित अनुसूचित बैंक द्वारा जारी डिमांड ड्राफ्ट या बैंक गारंटी के रूप में भी ईएमडी जमा कर सकते

हैं और ऊपर निर्धारित समय। जिन बोलीदाताओं ने आवश्यक ईएमडी जमा नहीं की है, उनकी निविदाओं पर बैंक द्वारा विचार नहीं किया जाएगा।

बोलीदाताओं द्वारा जमा की गई ईएमडी पर कोई ब्याज देय नहीं होगा। असफल बोलीदाताओं की ईएमडी निविदा आमंत्रित करने वाले प्राधिकारी द्वारा यथासमय वापस/वापस कर दी जाएगी।

ख. इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली जमा करने के लिए इलेक्ट्रॉनिक बोली-प्रक्रिया शामिल है।

ग. वेंडर जिन्होंने लेन-देन शुल्क जमा किया है केवल वे ही एमएसटीसी की वेबसाइट [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

घ. वेंडरों के पास रनिंग जावा एप्लिकेशन होना चाहिए। बोली फ्लोर के शुरू होने के तुरंत बाद ही यह कार्य किया जाना है। उसके बाद उन्हें सामान्य शर्तें / वाणिज्यिक विनिर्देशन भर कर उन्हें सेव करना होगा। इसके बाद वे तकनीकी बोली पर क्लिक करें। यदि यह जावा एप्लिकेशन काम नहीं कर रहा है तो वेंडर अपनी तकनीकी बोली को सेव / प्रस्तुत नहीं कर पाएंगे।

ङ. तकनीकी बोली भरने के बाद, वेंडरों को उसकी रिकॉर्डिंग के लिए 'सेव' पर क्लिक करना होगा। एक बार वाणिज्यिक बोली लिंक एक्टिव हो जाती है और विवरण भर दिया जाता है तो वेंडरों को वाणिज्यिक बोली को रिकार्ड करने के लिए "पर क्लिक करना होगा। तकनीकी बोली और वाणिज्यिक बोली दोनों को सेव करने के बाद, वेंडरों को बोलियां पंजीकृत करने के लिए "फाइनल सबमिशन "बटन पर क्लिक करना होगा।

च. निविदा के भाग। (तकनीकी-वाणिज्यिक बोली (के दस्तावेज़ों को जहां विवरण भरे और हस्ताक्षरित किए जाते हैं, अपलोडेड निविदा दस्तावेज़ों, विवरण भरे, हस्ताक्षरित और अपलोड किए गए, से डाउनलोड किए जा सकते हैं। वेंडरों को दस्तावेज़ों को अपलोड करने के लिए Attach Doc button का उपयोग करने का निर्देश दिया जाता है। एक से अधिक दस्तावेज अपलोड किए जा सकते हैं।

छ. सभी मामलों में, वेंडरों को अपनी बोलियां जमा करने के समय डिजिटल हस्ताक्षर के साथ अपने आईडी और पासवर्ड का उपयोग करने के बारे में सूचित किया जाता है।

ज. संपूर्ण ई-निविदा प्रक्रिया के दौरान, निविदाकर्ता पूरी तरह से एक दूसरे से और हर किसी के लिए भी अज्ञात रहेंगे।

झ. ई-निविदा फ्लोर पूर्व घोषित दिनांक और समय से और ऊपर वर्णित अवधि के लिए खुला रहेगा।

ञ. ई-निविदा प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां वेंडर पर कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उन वेंडर द्वारा दी गई वैध बोली के रूप में माना जाएगा और खरीदार द्वारा इसकी स्वीकृति खरीदार और वेंडर के बीच आपूर्ति के निष्पादन के लिए बाध्यकारी संविदा तैयार करेगी।

ट. सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ जमा की जानी अनिवार्य हैं अन्यथा सिस्टम द्वारा इन्हें स्वीकार नहीं किया जाएगा।

ठ. खरीदार के पास बिना कोई कारण बताए निविदा को रद्द या अस्वीकार करने या स्वीकार करने या वापस लेने या निविदा को पूर्ण रूप से या उसके भाग में विस्तार करने का अधिकार सुरक्षित है।

निविदा के भाग 1के खोले जाने के बाद निविदा दस्तावेज के नियम और शर्तों में किसी प्रकार का विचलन स्वीकार्य नहीं है। किसी भी वेंडर द्वारा ई-निविदा फ्लोर में बोली जमा करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है। इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा। निविदा आमंत्रित करने वाले प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली) यों (की प्राप्ति की निर्धारित तिथि में विस्तार करने का अधिकार है।

वेंडरों से अनुरोध है कि बोली लगाने से पहले अपने आपको सिस्टम से परिचित करवाने के लिए वेंडर गाइड को पढ़ लें और पृष्ठ [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) में वीडियो देखें।



निविदाकारों से अनुरोध है कि वे कार्य संविदा की दरें जीएसटी के बिना कोट करें। कोट की गई दरों में कोई परिवर्तन स्वीकार नहीं किया जाएगा।

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

### **IMPORTANT INSTRUCTIONS FOR E – PROCUREMENT**

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

#### **Process of e-tender:**

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**Special Note:** The Techno-Commercial Bid and Price Bid must be submitted on-line through [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender.

#### **Contact Persons (RBI - During Office Hours only):**

1. Shri. P. Chandrasekar (Manager, Estate Department)  
044-2539 9027/ ([pchandrasekar@rbi.org.in](mailto:pchandrasekar@rbi.org.in))
2. Shri. Kshitij Dahat (AM, Estate Department)  
044- 2539 9240 / ([kgdahat@rbi.org.in](mailto:kgdahat@rbi.org.in))

#### **Contact Persons (MSTC Ltd – During Office Hours only):**

1. Shri. Shanmugam - 9176397264  
Email id: [nshanmugam@mstcindia.co.in](mailto:nshanmugam@mstcindia.co.in)
2. Shri. J Damodaran– 9841002253  
Email id: [jdmodaran@mstcindia.co.in](mailto:jdmodaran@mstcindia.co.in)
3. MSTC Help Line:9499054101/2/3/4.  
Email id : [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)  
Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

#### **B) System Requirements:**

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

To disable "Protected Mode" for DSC to appear in the signer box following settings may be

applied.

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

Other Settings:

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

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

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Tenders will be opened electronically on specified date and time as given in the tender.

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

**Special Note towards Transaction fee:**

The vendors shall pay the transaction fee using "Transaction Fee Payment" link under "My Menu" in the vendor login. The vendors must select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

**Note**

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

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

**Bidding in e-tender:**

- a) **Earnest Money Deposit of ₹17,708/-** shall be remitted by all intending tenderer to Bank Account of Reserve Bank of India on or before **14:00 Hrs** on **March 23, 2023**. The account details for NEFT transactions are as follows.

**Beneficiary Name: RBI CHENNAI**

**IFSC: RBIS0CNPA01 (5th and 10th digit is Zero)**

**Account No: 186003001**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded and also you are advised to send the proof of remittance with transaction number (scanned

copy) to estatechennai@rbi.org.in.

Intending bidders may also remit the EMD in the form of a Demand Draft or a Bank Guarantee, issued by a scheduled bank drawn in favour of the Reserve Bank of India, in the format prescribed by the Bank (Annexure D) before the due date and time prescribed above. Tenders of those bidders who have not submitted the required EMD will not be considered by the Bank.

**Micro and Small Enterprises (MSEs) are exempted from submission of EMD amount subject to submission of Udyam Registration certificate (Udyog Aadhar Memorandum).**

No interest will be paid on the EMD remitted by the bidders. EMD of the unsuccessful bidders will be refunded / returned by the tender inviting authority in due course.

- b) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website *www.mstcecommerce.com* => *e-procurement* => *PSU / Govt. depts* => *Login under RBI* => *My menu* => *Auction Floor Manager* => *live event* => *Selection of the live event*.
- d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

- 1) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

No deviation from the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

## 2. निविदा फार्म /Form of Tender

स्थान/Place \_\_\_\_\_

दिनांक /Date \_\_\_\_\_

क्षेत्रीय निदेशक/The Regional Director  
भारतीय रिज़र्व बैंक/Reserve Bank of India,  
संपदा विभाग/Estate Department  
फोर्ट ग्लेसिस16-/Fort Glacis-16  
राजाजी साल्लै ,पी.बी.संख्या40 /Rajaji Salai, P.B.No 40,  
चेन्नै 600001 /Chennai-600 001

महोदय Dear Sir,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, डिजाइनों और मात्राओं की अनुसूची की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल देखकर एवं जांचकर तथा निविदा को प्रभावित करनेवाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर ,मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर ,संलग्न की गई मात्राओं की अनुसूची में उल्लिखित दरों पर निविदा में दिए गए करार के अंतर्नियमों ,संविदादारों के लिए विशेष अनुदेशों ,संविदादारों को सामान्य अनुदेश तथा विशेष शर्तों ,शर्तों मात्राओं की अनुसूची एवं संविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों ,डाटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध करायी गयी सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों ,उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ /रखते हैं ।

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

## ज्ञापन/Memorandum

1.	कार्य का विवरण / Description of work	बैंक के मुख्य कार्यालय भवन, चेन्नई में स्टैंडअलोन एसी इकाइयों के रखरखाव के लिए व्यापक वार्षिक रखरखाव अनुबंध के लिए निविदा। <b>Tender for Comprehensive Annual Maintenance Contract for Maintenance of Standalone AC units at Bank's Main Office Building, Chennai.</b>
2.	एएमसी अवधि / AMC Period	<b>01 अप्रैल 2023 से 31 मार्च 2024 तक</b> <b>April 01,2023 to March 31,2024</b>
3.	अनुमानित लागत / Estimated cost	<b>₹8.85 लाख जीएसटी सहित</b> <b>₹8.85 Lakhs inclusive of GST</b>
4.	बयाना जमा राशि / Earnest Money by the successful tenderer	<b>₹. 17,708/-</b> प्रत्येक बोलीकर्ता से <b>Rs. 17,708/-</b> from each bidder
5.	सुरक्षा जमा /Security Deposit	सफल निविदाकार के लिए, ईएमडी को प्रतिभूति जमाराशि के रूप में रखा जाएगा। प्रतिभूति जमाराशि को एएमसी संविदा के सफलतापूर्वक हो जाने के बाद बिना किसी ब्याज के लौटा दिया जाएगा। For successful bidder, the EMD shall be retained as security deposit. The security deposit will be returned after successful completion of the AMC Contract without any interest.

- हम इससे भी सहमत हैं कि निविदा खोलने की दिनांक से हमारी निविदा 90 दिनों तक बैंक के लिए स्वीकार करने के लिए वैध रहेगी और वैधता की यह अवधि बैंक और हमारे बीच लिखित आपसी सहमति के बाद बढ़ाई जा सकती है।

We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.

- निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किये जाने और आपके उत्तराधिकारियों, समुनेदेशियों या नामितों को अदा करने के लिए सहमत हूँ/हैं।

Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.

3. आगे हम एतदद्वारा / मैं ,केवल वैध वायरमैन लाइसेंस रखने वाले इलेक्ट्रिशियनों को काम पर लगाने और संविदाकारों के लिए सामान्य अनुदेश में उल्लेख किए गए अनुसार भारत सरकारश्रम और , रोजगार मंत्रालय द्वारा निर्धारित न्यूनतम मजदूरी के अनुसार भुगतान और साथ ही पीएफ, ईएसआई लाभ का भुगतान करने के लिए सहमत हैं।

Further I/We hereby agree to engage only the Electricians having valid wireman license and make payment to Electricians only as per minimum wages stipulated by Government of India, Ministry of Labour & Employment together with PF, ESI benefits as mentioned in General Instructions to contractors.

4. मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. Should we fail to execute the contract when called upon to do so, we do hereby agree that EMD shall be forfeited by us to the Reserve Bank of India.

5. हमारे बैंकर निम्नानुसार हैं : (पूरा पता) / Our Bankers are: (Full Address)

(i)	
(ii)	

6. हमारी फर्म के भागीदारों के नाम निम्नानुसार है / Names of Partners of our firm are:

(i)	
(ii)	

फर्म के भागीदारों के नाम जो हस्ताक्षर करने के लिए प्राधिकृत है / Name of the Partner of the firm Authorized to sign	
अथवा / or	
निविदा पर हस्ताक्षर करने के लिए मुख्तारनामा (पावर ऑफ अटॉर्नी) रखने वाले व्यक्ति का नाम (मुख्तारनामा की प्रमाणित प्रतिलिपि संलग्न की जानी चाहिए) / Name of the person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).	

भवदीय / Yours faithfully,

संविदाकार के हस्ताक्षर / Signature of Contractor

साक्षियों के हस्ताक्षर और पते / Signature and Addresses of Witnesses:

क्रम सं / Sl.No	हस्ताक्षर / Signature	पता / Address
(i)		
(ii)		



### 3. करार की शर्तें / Articles of Agreement

यह करार .....एक ओर मैसर्स ..... जिनका पंजीकृत कार्यालय.....चेन्नै-600 , (जिसे इसके बाद संविदाकार कहा गया है) और

Articles of Agreement made on this the \_\_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ Chennai – 600 , (hereinafter called the contractor) of the One Part

And

दूसरी ओर भारतीय रिज़र्व बैंक, चेन्नै जिसका केंद्रीय कार्यालय मुंबई में है और जिसका गठन भारतीय रिज़र्व बैंक अधिनियम 1934, के अंतर्गत किया गया है) जिसे इसके बाद "बैंक" कहा गया है (के बीच के-----दिन , वर्ष ----- को किया गया।

The Reserve Bank of India, Chennai, having its Central Office at Mumbai, constituted under the provisions of the Reserve Bank of India Act, 1934 (hereinafter called the "The Bank") of the other part,

जबकि बैंक नियमित संचालन, ब्रेक-डाउन/निवारक/नियमित रखरखाव सेवा के लिए बैंक के मुख्य कार्यालय भवन, चेन्नई में स्टैंडअलोन एसी इकाइयों के रखरखाव के लिए व्यापक वार्षिक रखरखाव अनुबंध के प्रावधान के लिए इच्छुक है।

Whereas The Bank is desirous of provision of regular operation, Break-down/Preventive/regular maintenance service for **Comprehensive Annual Maintenance Contract for Maintenance of Standalone AC units at Bank's Main Office Building, Chennai.**

और जबकि संविदाकार मूल एएमसी के अनुसार सहमत नियत शर्तों और कार्य की व्याप्ति में विस्तार से दिए गए अनुरूप और बाद में आपसी सहमति के अनुसार कार्य में कुछ जोड़ने/घटाने के कारण कार्य में होने वाली वृद्धि/कमी, प्रकट और निहित रूपों में मूल रूप से दोनों द्वारा सहमत किए गए अनुसार और प्राकृतिक रूप से एएमसी की प्रकृति से उत्पन्न होने वाली शर्तों (जिन सभी को इसके बाद सामूहिक रूप से तथाकथित "शर्तों" कहा गया है) के अनुसार काम को जो कथित कार्य की व्याप्ति में वर्णित है उसे एएमसी में निर्धारित दर पर गणना पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथाकथित संविदा राशि" कहा गया है) कार्य करने के लिए सहमत है।

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in Conditions of Contract and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "conditions") the works described in the said scope of work at the AMC rate as shall become payable thereunder (hereunder referred to as the said AMC contract amount).

**एतद् द्वारा अब निम्नानुसार सहमति हुई है:-**

Now it is hereby agreed as follows:

1. संविदाकार तथाकथित शर्तों पत्र संबंधी करने प्रदान एएमसी/में उल्लिखित समय और नियत तरीके से तथाकथित एएमसी संविदा राशि के भुगतान करने के मद्देनज़र अधीन के शर्तों तथाकथित ,निविदा शर्तों के अंतर्गत कार्य की व्याप्ति में वर्णित किए गए अनुसार कार्य को निष्पादित और पूरा करेगा।

In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the contractor shall upon and subject to the said conditions

execute and complete the work described in the said scope of work under the tender conditions.

2. बैंक ,संविदाकार को कथित संविदा राशि तथाकथित शर्तों में विनिर्दिष्ट समय और तरीके से अदा करेगा।  
The Bank shall pay the contractor the said contract amount at the time and in the manner specified in the said conditions.
3. आयकर विभाग द्वारा समय-समय पर जारी और वर्तमान में लागू दिशानिर्देशों के अनुरूप बैंक स्रोत पर कर (टीडीएस) और अन्य किसी कानून के अंतर्गत लागू कटौती करेगा। संबंधित कानून में दिए गए अनुसार कटौती नहीं किए जाने के लिए उपर्युक्त प्रमाणपत्र निर्धारित समय सीमा के अंदर बैंक द्वारा ऐसी कटौती किए जाने से पूर्व प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी।  
The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.
4. महाप्रबंधक /उप महाप्रबंधक/ सहायक महाप्रबंधक, संपदा विभाग, चेन्नै बैंक की ओर से प्राधिकृत प्राधिकारी है।  
The General Manager/Deputy General Manager/Assistant General Manager, Estate Department, Chennai is the Authority authorized on behalf of The Bank.
5. एएमसी प्रदान करने संबंधी पत्र, करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा के आधारभूत घटक होंगे।  
The AMC award letter, agreement and document mentioned herein shall form the basis of this contract.
6. यह संविदा रु ...../- (रुपये \_\_\_\_\_ मात्र) की दर पर है।  
This contract is at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
7. संविदाकार द्वारा नियुक्त व्यक्तियों के कार्यों/गलतियों के कारण या संविदाकार के कार्यों / गलतियों के कारण बैंक को हुए किसी नकसान /हानि की भरपाई संविदाकार द्वारा की जाएगी।  
The contractor shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.
8. संविदा की अवधि के दौरान संविदाकार केवल वैध वायरमैन लाइसेंस रखने वाले इलेक्ट्रिशियनों को काम पर लगाएगा। संविदाकार टीएनईबी/सांविधिक प्राधिकारी द्वारा उनके इलेक्ट्रिशियनों को जारी वैध लाइसेंस की प्रति उपलब्ध करवाएगा।  
The contractor shall engage only electricians having wireman license during the contract. The contractor shall also submit the valid license copy of their electricians issued by TNEB/ Statutory authority.
9. यह संविदा 01अप्रैल 2023 से 31 मार्च 2024 तक 12 माह के लिए वैध है और इस संविदा की किसी शर्तों के उल्लंघन या यदि बैंक संविदाकार की सेवा से संतुष्ट नहीं है तो एक महीने का अग्रिम नोटिस देकर बैंक के पास इस संविदा को समाप्त करने का अधिकार है और ऐसी स्थिति में संविदाकार किसी प्रकार की क्षतिपूर्ति/भरपाई के लिए हकदार नहीं होगा।  
This contract is valid for a period of 12 months from April 01, 2023 to March 31, 2024 and the Bank is entitled to terminate the contract by giving one-month notice, in case of violation of

any of the terms of this contract or in case it is not satisfied with the service of the contractor, in which case, the contractor is not entitled for any compensation/damages.

10. संविदा को समाप्त किए जाने या इसका समय पूरा हो जाने पर संविदाकार बैंक परिसर को खाली करेगा और बैंक से संबंधित सभी सामान /सामग्री/संपत्ति बैंक को वापस करेगा।

On termination of the contract or on expiry of the contract, the contractor shall vacate the premises of the Bank and shall hand over or return all the articles/ material/ property pertaining to the Bank.

11. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

All payment by the Bank under this contract will be made only at Chennai.

12. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

All disputes out of or in any way connected with this agreement shall have been deemed to have arisen at Chennai and only courts in Chennai shall have the jurisdiction to determine the same.

13. यह सूचित किया जाता है कि संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा /सिस्टम / उपकरणों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरों में और गोपनीय रखेगा। नियोक्ता की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

It is advised that the contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/equipments 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 the expiry or termination of this agreement for whatever reason.

14. कथित शर्तें इस करार के साथ पढ़ी जाएंगी और इस करार का भाग मानी जाएंगी और इससे संबंधित दोनों पार्टियां कथित शर्तों का पालन करेंगी और अपने-अपने भाग को कथित शर्तों के अनुसार पूरा करेंगी।  
The said conditions shall be read and construed, as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement of their part respectively in the said conditions contained.
15. कि इस संविदा के विभिन्न भागों को संविदाकार ने पढ़ और पूरी तरह से समझ लिया है, इसके साक्ष्य के रूप में संविदाकार ने अपनी मुहर (यदि कोई हो तो) लगाई है और बैंक ने भी अपने प्राधिकृत अधिकारी के माध्यम से दोनों की उपस्थिति में हस्ताक्षर किए हैं और उपर्युक्त लिखे गए दिन, माह और वर्ष के दिन दो प्रतियों में दोनों पक्षों द्वारा हस्ताक्षर किए गए हैं।  
That the several parts of this contract have been read by the contractor and fully understood by the contractor, in witness whereof the contractor has caused its seal (if any) to be affixed hereunto and the Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf the day, month and year first here above written.
16. मासिक बिल/एकमुश्त शुल्क का भुगतान एनईएफटी/आरटीजीएस के माध्यम से **45** दिनों के भीतर निविदा में उल्लिखित आवश्यक दस्तावेजों के साथ सही चालान जमा करने पर किया जाएगा, बैंक से भुगतान की प्रतीक्षा किए बिना ठेकेदार द्वारा कर्मचारियों को मजदूरी का भुगतान किया जाना चाहिए। उक्त दस्तावेजों के बिना प्रस्तुत किए गए बिलों को भुगतान के लिए संसाधित नहीं किया जाएगा।  
Payment of monthly bills /lump sum charges will be paid through NEFT/RTGS within **45 days** on submission of correct invoice along with requisite documents as mentioned in the tender. Wages must be paid to the employees by the contractor on time without waiting for the payment from the Bank. The bills submitted without the said documents shall not be processed for payment.
17. संविदाकार संविदा में उल्लिखित किए गए अनुसार कार्य की प्रगति की आवश्यक दर और कार्य की गुणवत्ता के अनुरूप कारीगरी को सुनिश्चित करने के लिए भारतीय रिज़र्व बैंक की संतुष्टि के अनुरूप पर्याप्त संख्या में मजदूरों की नियुक्ति करेगा। संविदाकार कार्य के संबंध में ऐसे किसी भी व्यक्ति को काम पर नहीं लगाएगा जो 21 वर्ष से कम की आयु का हो।  
The contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Bank. The contractor shall not employ in connection with the work, any person who has not completed twenty-one years of age.
18. संविदाकार द्वारा काम पर लगाए गए सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/ कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी।  
All the workers or employees deployed by the contractor shall be considered as the employees of contractor and Reserve Bank of India shall not have any liability what so ever in nature in regard to such workers/employees.
19. संविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों को सीधे ही मजदूरी का भुगतान करेगा जो कि न्यूनतम मजदूरी अधिनियम के रूप में उचित मजदूरी से कम नहीं होगी। उचित मजदूरी का अर्थ है वह मजदूरी जिसमें साप्ताहिक अवकाश के दिन के लिए मजदूरी और समय अथवा कार्य के भाग के लिए अन्य भत्ते शामिल होंगे। यह भत्ते आसपास दिए जा रहे ऐसे ही रोजगार के लिए प्रचलित बाजार दर के आधार पर दिए जाएंगे लेकिन ये भत्ते भारत सरकार के न्यूनतम मजदूरी अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होंगे।  
The Contractor shall pay to the labourer employed by him directly wages not less than fair wages as per Minimum Wages Act of Government of India. Fair Wage means wages, which

shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act of Government of India.

20. संविदाकार उसके द्वारा या उसके उप-संविदाकार द्वारा काम पर लगाए गए श्रमिकों के संबंध में बोलीदाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा।

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contract Labour Regulation Act in regard to all matters provided therein.

21. संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम 1938, कर्मकार प्रतिकर अधिनियम 1923, औद्योगिक विवाद अधिनियम, 1947 मातृत्व लाभ अधिनियम 1970, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इससे संबंधित अन्य कानून और समय समय पर बनाए गए नियमों का पालन करेगा।

The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification Thereof or any other law relating thereto and rules made there under from time to time.

22. संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा

i. कार्य के निष्पादन से/ दौरान होने वाली तीसरी पार्टी के नुकसान /व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा

ii. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान / क्षति से उत्पन्न दावा

iii. लागू पीएफ/ श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा

The Contractor shall indemnify and keep indemnified Reserve Bank of India against:

i. Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.

ii. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.

iii. Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

23. संविदाकार कार्य शुरू होने से पहले सभी आवश्यक बीमा कवर नामतः कामगार प्रतिपूर्ति पॉलिसी और तीसरी पार्टी/सार्वजनिक देयता प्रति व्यक्ति रुपये 2 लाख के लिए आरबीआई का नाम पहले रखते हुए अपनी लागत पर लेगा।

The contractor shall take necessary insurance covers namely Workmen Compensation Policy and third party/public liability for 2 Lakh per person jointly in the name of the Bank and the contractor, with Reserve Bank of India as the first name, at their cost, before commencement of the work.

24. अप्रकटीकरण खंड

संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे

अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करे या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा।

#### **Non-disclosure Clause**

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipments etc. which may come to the contractor's possession or knowledge during the course of discharging his 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 work in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall indemnify the bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on your part and the Bank shall be entitled to claim damages and pursue legal remedies.

25. इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा।

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

26. प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

27. संविदाकार संविदा श्रम (विनियमन और उत्सादन) अधिनियम 1970 के सभी प्रावधानों का अनुपालन करेगा। अंतिम बिल जारी करने से पूर्व संविदाकार इस आशय का प्रमाणपत्र प्रस्तुत करेगा कि उसने कार्य पूरा करने के लिए काम पर लगाए गए सभी प्रकार के मजदूरों के लिए पूरी बकाया राशि का भुगतान किया है और यह भुगतान न्यूनतम मजदूरी अधिनियम, के तहत निर्धारित मजदूरी से कम नहीं है और उसने ठेका 1949 मजदूरी करने के लिए आवश्यक सुविधाएं उपलब्ध कराने के संबंध में सीएलआरए अधिनियम के प्रावधानों का पालन किया है।

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

28. संविदाकार कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम 2013 "अधिनियम" के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत

संविदाकार एजेंसी/द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी संविदाकार एजेंसी/उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

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

29. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

30. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, like any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

31. कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

32. संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

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

33. जोखिम खंड: मौजूदा व्यवस्था की किसी भी विफलता के मामले में अनुबंध के तहत काम करने के लिए ठेकेदार के पास हमेशा अतिरिक्त व्यवस्था होगी। यदि सेवाएं असंतोषजनक पाई जाती हैं तो बैंक किसी भी समय एक महीने का लिखित नोटिस देकर अनुबंध को समाप्त करने का अधिकार सुरक्षित रखता है और ठेकेदार की लागत, जोखिम और जिम्मेदारियों पर किसी अन्य चयनित निविदाकर्ता को अनुबंध देने का भी अधिकार रखता है। इस पर किए गए अतिरिक्त व्यय को भारतीय रिजर्व बैंक, चेन्नई द्वारा ठेकेदार की सुरक्षा जमा राशि या लंबित बिल से या एक अलग वसूली दावा करके वसूल किया जाएगा।

Risk Clause: The Contractor shall always have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. The Bank reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the RBI, Chennai from the Contractor's Security Deposit or pending bill or by raising a separate recovery claim.

34. विवाद समाधान: यह परस्पर सहमति है कि इस समझौते से उत्पन्न होने वाले या इसके संबंध में सभी मतभेद और विवाद आपसी चर्चा और बातचीत से सुलझाए जाएंगे यदि इस तरह के विवादों और मतभेदों को बातचीत और बातचीत से सुलझाया और हल नहीं किया जा सकता है तो वही होगा बैंक द्वारा नियुक्त एकमात्र मध्यस्थ को संदर्भित

किया जाता है जिसका निर्णय अंतिम होगा और दोनों पक्षों पर बाध्यकारी होगा और कोई भी कानूनी विवाद केवल चेन्नई क्षेत्राधिकार के अधीन होगा।

Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Bank whose decision shall be final and binding on both the parties and any legal dispute will be subject to Chennai Jurisdiction only.

35. संविदा का नवीकरण: बैंक अपने स्वविवेक पर संविदाकार के कार्यनिष्पादन को संतोषजनक पाए जाने पर इस एएमसी का नवीकरण वर्ष **2024-25** और **2025-26** के लिए करने पर विचार करेगा, जिस पर पूर्वोक्त निबंधन व शर्तें लागू होंगी तथा मौजूदा न्यूनतम मज़दूरी के आधार पर दरों में बढ़ोतरी/ कमी होगी। इस संबंध में बैंक का निर्णय अंतिम व बाध्यकारी होगा। इसके अलावा, सेवा प्रभारों में अधिकतम अनुमेय वृद्धि सीपीआई और डब्ल्यूपीआई सूचकांकों के आधार पर होगी, जिस पर निर्णय बैंक द्वारा लिया जाएगा।

**Renewal of contract:** At the sole discretion of the Bank, the AMC shall be considered for further renewal for the years, 2024-25 and 2025-26, on same terms and conditions with applicable increase / decrease in rates, based on the prevailing Minimum Wages, provided the Bank, finds the services of the Contractor satisfactory. The decision of the Bank, in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

हस्ताक्षर खंड:

निम्नलिखित द्वारा हस्ताक्षरित और सुपुर्द

संविदाकार हस्ताक्षर मुहर पता	आरबीआई के प्राधिकृत हस्ताक्षरी पदनाम और पता
साक्षी हस्ताक्षर नाम और पता	साक्षी हस्ताक्षर नाम और पता

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY

Contractor Signature seal Address	Authorized Signatory of RBI Designation & Address
Witness Signature Name and Address	Witness Signature Name and Address



#### 4. संविदाकारों को सामान्य अनुदेश / General Instructions to Contractors

1. E-tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal for the work '**Comprehensive Annual Maintenance Contract for Maintenance of Standalone AC units at Bank's Main Office Building, Chennai**', not later than **March 23, 2023 by 2:00 p.m.**

2. The tender documents will be available for viewing/downloading for the intending bidders from **16:00 Hrs of February 20, 2023**. The bidders who do not comply with the following pre-qualification criteria and have not submitted requisite EMD, will not be considered for opening of their tender Part-II.

i. The intending tenderer must have minimum 5 years of experience in carrying out the work of Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis plant. The similar work\* should have been completed on or before **January 31, 2023**.

ii. The intending tenderer must have executed successfully similar works\*, during **last five years** ending on **January 31, 2023** as under:

(a) Three works, each costing not less than Rs.3.54 Lakh.

OR

(b) Two works, each costing not less than Rs.4.43 Lakh.

OR

(c) One work, costing not less than Rs.7.08 Lakh.

iii. Should have service setup at **Chennai** for rendering after sales service.

iv. Only those OEMs/authorized dealers/distributors/firms who have a minimum yearly turnover of Rs.8.85 Lakh **during last 3 years** shall be considered eligible for tendering for the work.

v. Should submit a 'Solvency Certificate' issued by the intending bidder's Banker, specifically for the purpose of this tender for an amount, of Rs. 8.85 Lakh.

\*Similar Works means - works of maintenance of electrical installations.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractor, in detail should be submitted along with name(s) and address(es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
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(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the <b>detailed work orders</b> for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding <b>completion certificates</b> indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be submitted.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2019-20, 2020-21 and 2021-22 along with a certificate of Chartered Accountant indicating the turnover for these financial years should be submitted.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be submitted.

3. **Part-I** of the tenders will be opened **on March 23, 2023 at 3:30 p.m.** in the presence of the authorized representatives of the contractors who choose to be present. Part-II of the eligible tenderers will be opened on the same day or a subsequent date which will be intimated to the tenderers in advance. Quotations which are incomplete, not fulfilling all the conditions stipulated therein and those received after the due date and time will be summarily rejected.
4. The Bank discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers.
5. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the Part II of the tender, which period may be extended by mutual agreement, and the tenderer shall not cancel or withdraw the tender during this period.

6. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications, and Special Conditions etc., as laid down.
7. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
8. The vendors shall pay the transaction fee vide the procedures listed in **Annexure I - 'Guidelines for e-procurement'**.
9. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
10. **Earnest Money Deposit** for a sum of **₹ 17,708/-** shall be remitted to the Bank Account of Reserve Bank of India on or before **14:00 Hrs of March 23, 2023**. The account details for NEFT transactions are as follows.

**Beneficiary Name: RBI CHENNAI**

**IFSC: RBIS0CNPA01 (5th and 10th digit is Zero)**

**Account No: 186003001**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in). While making remittance of the said amount, 'EMD-ESTATE DEPARTMENT' must be mentioned in the remarks column.

11. EMD may also be submitted **on or before 14:00 Hrs of March 23, 2023** in the form of a Bank Guarantee in the format approved by the Bank (Proforma attached as **Annexure - D**) at the Estate Department, Reserve Bank of India, Chennai - 600001. A tender which is not accompanied by such EMD will not be considered.
12. **Micro and Small Enterprises (MSEs) are exempted from submission of EMD amount subject to submission of Udyam Registration certificate (Udyog Aadhar Memorandum).**
13. EMD of the unsuccessful bidders shall be refunded / returned without any interest.
14. The EMD paid by the successful tenderer shall be held by the Reserve Bank of India as security deposit for execution and fulfilment of the contract. No interest shall be paid on this deposit.
15. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The EMD submitted by the successful bidder shall be forfeited in case the successful bidder fails to commence the work awarded to her / him / them within the prescribed time limit.
16. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to sign the formal Contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Quantities. But the written acceptance by the Reserve

Bank of India will be binding on the contractor whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful tenderer.

17. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Each invoice/bill shall indicate, amongst other things, the contractor's PAN and GST Registration Number (if GST registered). The contract value will also be subject to TDS/Withholding Tax as per law.
18. The quoted service charges will be firm and not subject to labour condition, exchange variations or any other condition whatsoever. **The firm / agency will be bound to pay statutory minimum wages to the workforce employed by him/them, therefore should be quoted keeping this in mind. If the tender rates are below the Minimum Wages Act the onus is on the tenderer to satisfy the statutory payments.**
19. Payment will be made on **quarterly basis** after completion of satisfactory work duly certified by ACT/JE/AM/Mgr, P& SO, or competent authority along with the submission of service report. After submission of invoice along with service report, payment of Quarterly bills /lump sum charges will **be paid through RTGS/NEFT**. Wages must be paid to the employees by the contractor without waiting for the payment from the Bank. **The invoice has to be submitted in the format as required by Bank. The payment will be made based on the number of AC's serviced in the quarter (3 months) only and not subject to minimum wages paid to the employees.**
20. The contractor has to obtain Police Verification report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit well trained, literate, disciplined and honest personnel shall be deployed.
21. The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
22. The Contractor shall carry out periodical maintenance work strictly in accordance with the stipulated specifications, the related frequency and as per detailed instructions of the Bank's Engineer.
23. Each tender should contain not only the rates but also the amount of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the Aggregate value of the entire tender.
24. The contractor shall comply with the provisions of all labour legislation including the requirement of –
  - a) The payment of Wages Act
  - b) Employers liability Act, including P.F Act, Gratuity Act, etc.
  - c) Workmen's Compensation Act.
  - d) Contract Labour (Regulation and Abolition) Act,
  - e) Apprentices Act
  - f) Any other act or enactment relating thereto and rules formed there under from time to time.

25. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and must inspect the site of the work, acquaint himself with all local conditions, means of access to the various locations, nature of the work and all matters pertaining thereto.
26. The rates quoted in the tender shall include for all charges for quarterly service and to attend day to day complaints as and when lodged without any limit.
27. The contractor shall be responsible to maintain all property and equipment of the RBI entrusted to it. Any damage or loss caused by the contractor's persons to the Bank in whatever shape would be recovered from the contractor.
28. The Bank does not recognize any employee employer relationship with any of the workers of the contractor and their services shall be automatically discontinued with the termination of the contract.
29. In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Bank and the contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Bank unless and until the same are incorporated in a formal instrument and signed by the Bank and the contractor. The Bank shall not be under any obligation for providing employment to any of the workers of the contractor after expiry of the contract.

30. **Scope of work & Details of services:**

**A C Units :-**

**Split/Cassette/Tower/Ductable/Package/window etc.**

- Checking of motor bushing
- Checking supply voltages at main plug switches and sockets
- Dry and wet cleaning of the units at regular intervals.
- Cleaning and washing of air filters, blowers, condenser fans, evaporators, condenser coils and other equipment. Water cleaning/wet servicing to be done once in a quarter or as and when required, if found very dirty/dust accumulated.
- Checking and oiling motor assembly
- All tools required for the services shall be brought by the contractor
- Undertake repairs & replacement of all defective parts of the AC units including PCB's connected voltage stabilizer units or parts thereof as overhauling the units free of charge and refrigerant gas charging, if required

31. **The Comprehensive AMC is inclusive of deputing technicians, helpers as and when required with necessary consumable materials, tools and spares for periodic service once in a quarter in all area as and when required (during breakdown/defective) as given in the scope of work. The rates shall include all spare parts, accessories, repairs & replacement of defective parts including compressor, condenser coil assembly fan motor, blade , evaporated coil assembly, swing motor, blower, refrigerant, bush & bearings, gaskets cleaning, washing, lubrication of the above machines, filters,**

**replacement of filters, necessary hardware, voltage stabilizer units transportation charges, conveyance charges to reach the different locations etc, or any other parts/materials required to well-functioning/working of the said system.**

32. The quarterly charges under AMC will be paid only after obtaining satisfactory performance certificate on Quarterly report from Caretaker, Bank's Engineer, Asst. Manager/ Manager, (Electrical), A.M/Manager (P&SO), or other competent authority approved by Bank. The quoted quarterly charges shall remain valid during the current year of the AMC. Thereafter the AMC may be renewed with concurrence of both the parties by allowing for revision in prices based on C.P.I. The bill will be settled net of applicable taxes to be deducted at source. **During the annual renewal of AMC, the maximum permissible increase in AMC amount will be based on Consumer Price Index and Whole Sale Price Index as decided by the Bank.**
33. Successful tenderer has to follow minimum wages and contract labour act and pay to his labours as per the act. Maintain the proper records of the same as per extant law. The labour deployed for the work shall be paid minimum wages as per provision in the Govt. of India, Ministry of Labour/contract labour act. So the tenderer should workout the AMC rate accordingly. The quoted rate shall include wages for labour as per wages norms, all applicable taxes if any, PF, ESI, etc., to the labours, insurance (workman compensation policy & third party liability-i.e. Rs. 2 lakh per person per accident.
34. Please note that as per Employees State Insurance Act, 1948 Contractor is responsible for making ESI contribution of the person permanently employed, if it is applicable/ required & as per the Government of India, Ministry of Labour. For the jobs under AMC the contractor shall responsible for take all insurances at his cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period. Contractor will take workmen compensation policy for all the staff deputed at site and will submit the policy to the Bank after award of work.
35. In addition to the above, **one AC technician shall be deputed on daily basis at Main Office Premises from 9.00 AM to 6.00 PM, 6 days per week (Monday to Saturday)** to attend the AC maintenance related activities.
36. The AC technician may be deputed at Bank's Residential Quarters on as and when required basis.
37. Breakdown complaints shall be attended on the same day and rectified within 48 hours from the time of intimation of complaint through phone / e-mail.
38. In case the lowest bidder happens to be ESI/EPF registered contractor, the expense/contribution made by the employer/contractor towards AC technician in this regard shall be reimbursed by the Bank on production of actual documentary evidence.
39. **Penalty: -**  
**The Contractor shall maintain an attendance register duly certified by designated Bank's staff and attach a copy of the same with monthly bills failing which no payments shall be released. In case, any of the personnel deployed by the contractor is absent and the contractor is unable to provide suitable substitute, a penalty amount of Rs.500/- per person per day shall be levied by the Bank in addition to the wages of the absent personnel(s) and the same shall be deducted from the contractor's pending/subsequent bill.**

40. The contractor shall also be compensated for any increase in minimum wages and increased liability towards contribution to other statutory requirements like EPF and ESI on account of such increase of wages during the contract period. However, the rates quoted by the contractor towards the service charges will remain same throughout the tenure of the contract.
41. While submitting monthly bills, the contractor should attach relevant bank statements of the labourers to ensure that the Minimum Wages have been duly paid to the labourers. The expenditure incurred by the contractor on account of increase in Minimum Wages will be taken into account by the Bank and the monthly bills will be settled accordingly.
42. The Contractor should submit the AMC agreement in bilingual format only. In case of any dispute arises, agreement clauses in English will be considered valid.
43. In case any deficiency in the services, non-use of approved materials is observed or brought to notice of the office, a proportionate/ appropriate amount from the monthly bill will be deducted as penalty for deficiency in services and in any case, it will not be refunded to the contractor, in future.
44. In the event of default being made in the payment of any money in respect of wages, EPF and ESI contribution of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the contractor.
45. The Contractor and his staff shall be under the general supervision and control of the Assistant Manager (Technical) /Junior Engineer or any other personnel deputed for the purpose by the Bank and shall obtain necessary instructions from him for the day-to-day work in the premises.
46. The Bank reserves the right to terminate the contract if the performance of the agency is reported unsatisfactory during the contract period by issuing one month's notice in writing and any losses on account of termination of contract will be recovered in the form of monthly charges due to the contractor. The scope of work of annual maintenance contract is specifically stipulated in Schedule of Quantities. Any lapses on performance observed during the maintenance of the AC units will be liable for proportionate reduction in quarterly charges. Therefore, the contractor shall clearly bear in mind that, the successful operation of the AC units at any point of time is the prime responsibility.
47. The contractor will indemnify the Bank against all claims under the workmen's compensation act in respect of the workmen employed by him at Bank's Office building and Banks Quarters in various at Chennai and at other locations and in pursuance thereof, he shall at his own expenses effect and maintain an insurance policy against all such risks. The contractor will take care of the provisions in payment of minimum wages act of State/Central Govt.
48. The contractor shall provide approved and standard quality of filter, spare parts preferably to the same manufacturer during periodic replacement as agreed during the contract.
49. Before quoting the rates tenderer should inspect the site and get acquainted with work, working conditions, restrictions, if any, etc.

50. The name of the successful contractor will be delisted/removed from the Bank's approved/empaneled list & no work will be awarded in future, if the successful tenderer fails to comply with any of the conditions of the contract.
51. The Contractor shall not be entitled to any compensation for the death of any staff deployed by them, any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefor. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
52. Bank will not accept any liability for any mishap / accident while working in the Banks premises. Proper insurance cover for all the Labours posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall responsible for take all insurances at his cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period.
53. A register shall be maintained by the contractor for routine / preventive maintenance work. The register shall be produced to the Bank's engineer once in a quarter.
54. In case the Bank desires to shift the units from one location to another, such shifting shall be done under the supervision of the contractor's representative. Shifting charges will be paid by Bank.
55. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but is a Contract to carry out Comprehensive Annual Maintenance Contract for Stand-alone Air Conditioning units installed at Bank's Office Building and Annex Building, Chennai" 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. Quantity is tentative it may increase or decrease also.
56. The contractor should note that smoking, drinking alcohol, chewing pan/tobacco in the Bank's premises is strictly prohibited and ensure that the workers deployed in the Bank's premises abide this rule strictly.
57. The contractor shall remove all the workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/problem of any nature in the Bank's premises.
58. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
59. Renewal of contract: At the sole discretion of the Employer, the AMC shall be considered for further renewal for **2024-2025** and **2025-2026** on same terms and conditions with requisite increase / decrease in rates based on the applicable minimum wages, provided the Employer finds the services of the Contractor satisfactory. The decision of the Employer in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.



**Table: 1**

<b>S.No</b>	<b>Nature of Work</b>	<b>Location</b>	<b>Work men required</b>
1.	Maintenance of AC units	Main Office Premises, Reserve Bank of India, Chennai	<b>Technician 01: 09.00AM to 06.00PM (Monday to Saturday)</b>

## 60. Insurance

- I. The successful Tenderer shall take “workmen compensation policy” for the workers engaged in the work for one year renewable thereafter, if the contract is renewed by the Bank. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or any third party. Workman compensation Insurance policy for all the staff deployed shall also be taken with a minimum coverage of minimum wages or actual salary paid per employee. Copies of the same shall be submitted to the Bank.
- II. The Contractor shall indemnify and keep indemnified the Reserve Bank of India against:
  - i) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
  - ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.
- III. The contractor shall take necessary insurance covers (Workmen Compensation Policy), third party / public liability with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor, name of the former being placed first in the policy, against such risks and deposit such policy or policies before commencement of the works. The Minimum cover under (Workmen Compensation Policy) shall be to the extent of wages paid to the workman deployed for the fulfilment of the contract. The Minimum cover under third party / public liability shall be for a minimum of Rs.2 lakh.

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

Notwithstanding anything specified above, the tenderer shall be responsible to take all measures to maintain the safety, look, beauty, cleanliness, hygiene and sanitation of the buildings and premises.

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

PLACE:  
DATE:

SIGNATURE AND SEAL OF THE TENDERER

Date:

Signature of Tenderer

Place:

Address

## 5. The Conditions hereinafter referred to

### 5.1 Interpretation Clause

In construing these conditions, the specifications, scope of the work, contract agreement etc, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.

(b) "Contractor" shall mean \_\_\_\_\_ (in the case of a Partnership) and trading in the name and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

(c) (In the case of "Contractor" shall mean Shri \_\_\_\_\_ trading in individual) the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representatives.

(in the case of "Contractor" shall mean \_\_\_\_\_ a company.....Company) \_\_\_\_\_ incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its assigns and successors.

(d) " This Contract" Shall mean the Articles of Agreement, the Special conditions, the Appendix, the Schedule of Quantities and specifications etc. attached hereto and duly signed.

(e) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.

(f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(g) "Net Prices" If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(h) " The works" Shall mean **“Comprehensive Annual Maintenance Contract for Maintenance of Standalone AC units at Bank’s Main Office Building in Chennai”**as provided herein. Word importing persons include firms and corporations. Word importing the singular only also includes the plural and vice-versa where the context requires.

### 5.2 Scope of Contract.

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

(a) The variation or modification of the, quality or quantity of works or the addition or omission or substitution of any work.

(b) Any discrepancy in the Schedule of Quantities and/or specifications.

(c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefore

(d) The dismissal from the works of any persons employed thereupon.

The contractor shall forthwith comply with and duly execute any work comprised in such employer's instructions provided always that verbal instructions, directions and explanations given to the contractor or his representatives upon the works by the employer shall, if involving a variation, be confirmed in writing by the contractor within seven days, and if not dissented from in writing within a further seven days by the employer, such shall be deemed to be employer's instructions within the scope of the contract.

### **5.3 Dismissal of Workmen**

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

### **5.4 Termination of contract by the employer**

The contract can be terminated by the Bank by giving one month notice to the contractor because of sensitivity of the work.

### **5.5 Termination of contract by contractor**

Contract can be terminated by the Contractor, if desired by giving one-month notice to the Bank. The notice period will start from the day of receipt of notice by the Bank.

### **5.6 Delayed Payment**

Any bill submitted by the contractor shall be settled in the normal course provided the bills are in order in all aspects.

### **5.7 Disputes arising out of the contract:**

In case of any dispute arising out of this contract, the decision of the bank will be final and conclusive and shall be without appeal.

### **5.8 Employer entitled to recover compensation paid to workmen**

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the

Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim

#### **5.9 Right of Employer to terminate Contract in the event of death of Contractor**

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

#### **5.10 Marginal Notes**

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

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

Date:  
Place:

Signature of Tenderer:  
Address:

## **सुरक्षा कोड / Safety Code**

1. First-aid appliances, including adequate supply of sterilized dressings, cotton wool shall be maintained in a readily accessible place for the use of staff deployed by the Tenderer.
2. In case of any mishap, the injured person shall be taken to a public hospital without loss of time, where the injury necessitates hospitalization.
3. Workers employed shall be provided with protective footwear and rubber hand gloves as per requirement.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely done from the ground.
5. No floor, roof or other part of the structure shall be overloaded with debris or materials as to render it unsafe.
6. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
7. Fire safety measures shall be adhered to as per local bye laws.

## **FIRE SAFETY**

1. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Personal protective equipments such as safety shoes, gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
6. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
7. None of the fire extinguishers shall be removed/shifted from its designated location.
8. Power supply shall be switched off from the mains when equipment is not in use.
9. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
10. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
11. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

## **CHECKLIST OF DOCUMENTS TO BE UPLOADED**

Signed copies of the following documents (with appropriate stamp of the companies) as given below **along with this checklist form** needs to be scanned and uploaded on MSTC website.

<b>Sl. No.</b>	<b>Documents to be uploaded.</b>	<b>Uploaded (Yes / No)</b>
1	Annexure A - Basic Information.	
2	PAN Card.	
3	Documents showing GST Registration number.	
4	Address proof of registered local office.	
5	Annexure B – Details of the work executed during the last five years to meet eligibility criteria.	
6	Work orders in support of the works executed during the last five years to meet eligibility criteria.	
7	Annexure C - Client's certificate as per format from their clients for whom they have carried out 'eligible works'.	
8	Audited Annual Financial Statements showing minimum turnover of <b>Rs.8.85 Lakh</b> during the last 3 years.	
9	Proof of remittance of Earnest Money Deposit.	
10	Solvency Certificate of <b>Rs.8.85 Lakh</b>	

**NOTE: Format of Annexures A, B and C mentioned above have been enclosed with the tender document. Bidders are advised to fill in the Annexures in the format as provided by the Bank. The Bank shall have the right to independently verify the above specified documents.**

The Bank shall evaluate the said reports before opening of price bid of the tenderers. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

**(Bidder's Signature) Along-with seal**



## आर्थिक स्थितियां / Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	12 months, i.e. from April 01, 2023 to March 31, 2024	
2	Terms of payment	Payment shall be made as specified under General Instructions to Contractors.	
3	Technical /commercial specifications	As per specifications in Part I of the Tender	
4	Penalties	As specified in Part I of the Tender	
5.	Minimum no. of Staff to be deployed	As indicated in Table-I under scope of work	

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

Place:

Name & Signature of the Contractor

Date:

## Schedule of Quantities

**Tender for Comprehensive Annual Maintenance Contract for Maintenance of Standalone AC units at Bank's Main Office Building and Residential Quarters at various places in Chennai.**

SI No.	Description of items	Qty.	Rate per unit per quarter in ₹	Total Amount (For 4 Quarters) in ₹
<b>Inverter AC Units</b>				
1	1 TR split Air-conditioner	2		
2	1.5 TR split Air-conditioner	6		
3	2 TR split Air-conditioner	3		
4	1.5 TR Cassette Air-conditioner	1		
5	2 TR Cassette Air-conditioner	8		
6	3 TR Cassette Air-conditioner	1		
<b>Non-Inverter AC Units</b>				
7	1 TR split Air-conditioner	6		
8	1.5 TR split Air-conditioner	44		
9	2 TR split Air-conditioner	13		
10	2.5 TR split Air-conditioner	1		
11	1.5 TR Cassette Air-conditioner	2		
12	2 TR Cassette Air-conditioner	9		
13	3 TR Cassette Air-conditioner	14		
14	4 TR Tower Air-conditioner	8		
15	1.5 TR Window air-conditioner	1		
<b>Total</b>				
<b>GST@18%</b>				
<b>Total Value for 12 months (April 01, 2023 to March 31, 2024 ) inclusive of GST</b>				

**Date:**

**Place:**

**Signature & Seal of the Contractor**

Sl. No.	Description of Work.	Rate per month (in Rupees).	Amount for 12 months (in Rupees) from April 01, 2023 to March 31, 2024.										
A.	<p><b>FIXED COMPONENT (Contractor should not quote rates for this component) - Minimum Wages for maintenance of substation and electrical installations (Skilled Technician Semi Skilled Helper) according to Minimum Wages Act of Government of India.</b></p> <table border="1" data-bbox="167 544 1075 1010"> <thead> <tr> <th data-bbox="167 544 355 736">Location</th> <th data-bbox="355 544 536 736">No. of Technician required.</th> <th data-bbox="536 544 708 736">Minimum Wages per day. (skilled)</th> <th data-bbox="708 544 868 736">No of days employed in a month.</th> <th data-bbox="868 544 1075 736">Total wages per month.</th> </tr> </thead> <tbody> <tr> <td data-bbox="167 736 355 1010">Main Office Premises, Reserve Bank of India, Chennai</td> <td data-bbox="355 736 536 1010">1</td> <td data-bbox="536 736 708 1010">Rs.866/-</td> <td data-bbox="708 736 868 1010">26 days</td> <td data-bbox="868 736 1075 1010">Rs. 22,516</td> </tr> </tbody> </table>	Location	No. of Technician required.	Minimum Wages per day. (skilled)	No of days employed in a month.	Total wages per month.	Main Office Premises, Reserve Bank of India, Chennai	1	Rs.866/-	26 days	Rs. 22,516	Rs.22,516/-	Rs.2,70,192/-
Location	No. of Technician required.	Minimum Wages per day. (skilled)	No of days employed in a month.	Total wages per month.									
Main Office Premises, Reserve Bank of India, Chennai	1	Rs.866/-	26 days	Rs. 22,516									
B.	<b>Service Charges:</b> Contractor's Over Head Charges and Profit, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), Uniform charges, Cost of tools, Safety Shoes (Rate excluding GST).												

Date:

Place:

Signature & Seal of the Contractor

ANNEXURE A

भारतीय रिज़र्व बैंक Reserve Bank of India  
संपदा विभाग Estate Department  
चेन्नै Chennai

**BASIC INFORMATION**

Sl. No	Description	
1.	Name & Address of the organisation/applicant	
2.	Type of Organisation- (Whether Proprietorship, Partnership/Pvt. Limited/Limited or Body Corporate or MSME registered firm etc.) Please enclose related documents.	
3.	Name of the Proprietor /Partners/Directors of the organization	(a) (b) (c) (d)
4	Registration (firm, company etc)/ Registration Authority, dated Number etc.	
5.	Experience in the respective field of work Please, enclose documents in support thereof.	----- Years
6.	Whether financially sound to undertake works costing up to <b>₹8.85 Lakh</b> . If so, enclose Audited Annual Financial Statements	
7	Yearly turnover of the firm/contractor for the last three years  Year 2019-20 2020-21 2021-22 (copies of audited final accounts in support thereof to be uploaded)	
8	PAN number (copy of PAN card should be uploaded)	
9	GST Registration No (Copy should be uploaded)	

10	Registered office address, telephone/Mobile No. and E-mail ID	
10 (a)	Whether having registered local office within the jurisdiction limits of TamilNadu? If yes, mention the address of the local office (Copy of address proof for registered local office to be uploaded)	
10 (b)	Whether working with any of the Government/Semi-Government Undertaking/s as approved contractors and if so, Furnish details	
11	Qualification & Experience of the technical persons employed by the firm.	
12	Indicate if involved in any litigation	
13	Any civil suits pending in any of the works executed give details	

Date:

Signature of the contractor/firm:

Place:

ANNEXURE - B



भारतीय रिज़र्व बैंक Reserve Bank of India  
संपदा विभाग Estate Department  
चेन्नै Chennai

**Details of the work executed during the last 5 years as per the eligibility criteria**

Sl. No.	Name of the work & location	Nature & Description of work	Name & address of the owner for whom work was carried out (Details of contact person with Phone number shall be furnished).	The name and full address of the officer under whom the work was carried out.	Value of the work in ₹	Whether work completed in time. If not reason for the delay	Date of start and completion -Proof for satisfactory completion of the work should be attached (signed by the competent person)
1	2	3	4	5	6	7	8

Place and Date:

Signature of the contractor/firm with name and address & Seal

**[Scanned copy (in pdf format) of this Annexure duly filled, to be uploaded with tender]**

**Annexure - C**  
**CLIENT'S CERTIFICATE**  
**PERFORMANCE OF CONTRACTOR**

To  
The Regional Director  
Reserve Bank of India  
Estate Department  
2<sup>nd</sup> Floor  
Fort Glacis  
Rajaji Salai  
Chennai – 600001.

Name & address of the  
Client:

Details of Works executed by Smt. /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 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
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/  
Good/Satisfactory/poor
- ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?  
ii) If yes, total amount of claim  
iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
  - a) Technical proficiency Outstanding/Very Good/  
Good/Satisfactory/poor
  - b) Financial soundness Outstanding/Very Good/  
Good/Satisfactory/poor
  - c) Mobilization of adequate T&P Outstanding/Very Good/  
Good/Satisfactory/poor
  - d) Mobilization of manpower Outstanding/Very Good/  
Good/Satisfactory/poor
  - e) General behavior Outstanding/Very Good/  
Good/Satisfactory/poor

Note: All columns should be filled in properly

Reporting Officer\* with Office seal \*Officer of the rank of executive  
engineer/Superintending Engineer or  
equivalent

**Annexure - D**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

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

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

The Regional Director  
Tamil Nadu & Puducherry  
Estate Department  
Reserve Bank of India  
Fort Glacis, Rajaji Salai  
Chennai – 600 001

Dear Sir,

Name of Work : .....

Ref.: NIT/Advt.No. date

**WHEREAS**

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

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

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

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_\_\_ (**Name of the Bank**) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

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



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

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

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

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

**Annexure - E**

**PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT**  
(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

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

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

The Regional Director  
Tamil Nadu & Puducherry  
Estate Department  
Reserve Bank of India  
Fort Glacis, Rajaji Salai  
Chennai – 600 001

Dear Sir,

**Name of Work:** .....

**Bank Guarantee for PERFORMANCE SECURITY DEPOSIT**

**WHEREAS**

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

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

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of ₹. \_\_\_\_\_ (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 up to \_\_\_\_\_ (60 days beyond the work completion period / 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).