Reserve Bank of India
Estate Department
Lucknow

E-Tender – Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated Equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010

Reserve Bank of India invites E-Tender for Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated Equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010. The tendering would be done through the e-Tendering portal of MSTC Ltd (http://mstcecommerce.com/eprochome/rbi). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

<table>
<thead>
<tr>
<th>E-Tender No.</th>
<th>RBI/Lucknow/Estate/3/22-23/ET/4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mode Of Tender</td>
<td>E-tender (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>)</td>
</tr>
<tr>
<td>Estimated Cost</td>
<td>₹ 9.90 lakh</td>
</tr>
<tr>
<td>Date of NIT (Notice Inviting Tender) available to parties for download</td>
<td>15:00 PM of April 01, 2022</td>
</tr>
<tr>
<td>Pre-bid meeting</td>
<td>Offline at 11:00 AM on April 11, 2022 at RBI, Lucknow</td>
</tr>
<tr>
<td>(i) EMD through DD/NEFT and intimate/forward the transaction details (UTR number in case of NEFT) to <a href="mailto:edllucknow@rbi.org.in">edllucknow@rbi.org.in</a> and upload on <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></td>
<td>₹ 19,800.00</td>
</tr>
<tr>
<td>(ii) Tender Fees- (NIL)</td>
<td></td>
</tr>
<tr>
<td>Last Date of submission of EMD</td>
<td>14:00 PM of April 22, 2022</td>
</tr>
<tr>
<td>Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid</td>
<td>15:00 PM of April 01, 2022 onwards</td>
</tr>
<tr>
<td>Date of closing of online e-tender for submission of techno-commercial bid &amp; price bid</td>
<td>14:00 PM of April 22, 2022</td>
</tr>
<tr>
<td>Date of opening of Part-I (techno-commercial bid)</td>
<td>15:00 PM of April 22, 2022</td>
</tr>
<tr>
<td>Date of opening of Part-II (price bid)</td>
<td>Shall be informed separately to parties</td>
</tr>
<tr>
<td>Transaction fee</td>
<td>₹ 1180.00 or 0.05% of the estimated amount (Excluding GST at 18%) whichever is more to be paid to MSTC</td>
</tr>
</tbody>
</table>
Intending tenderers shall pay as earnest money a sum of ₹.19,800.00 by way of NEFT to Reserve Bank of India, Lucknow or by a Demand Draft in favour of Reserve Bank of India payable at Lucknow.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

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.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website/MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India
Lucknow
Reserve Bank of India  
Estate Department  
Lucknow

Tender for
“Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated Equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010

PART- I

RBI/Lucknow/Estate/3/22-23/ET/4

Name of the firm: ________________________________________________

Address: ______________________________________________________

Email:                                                                        Telephone:

Date of Pre-bid meeting: Offline at 11:00 AM on April 11, 2022

Date of submission of the Tender: up to 14:00 PM of April 22, 2022

Note: It is e tender. Hence, signed & scanned Part I must be uploaded to MSTC website. Part II/rates will be directly filled at the site.

Bidder/Contractor/Tenderer means those are participating the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest after evaluating the Part I and Part II of tender.
**Important instructions regarding e-tender**

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

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

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

   **SPECIAL NOTE:** The price bid and the commercial bid has to be submitted online only at [www.mstcecommerce.com/eprochome/rbind](http://www.mstcecommerce.com/eprochome/rbind)

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

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

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

   **Contact person (RBI):**
   i) Mukesh Raj (Asst Manager): 9905803320 ([edlucknow@rbi.org.in](mailto:edlucknow@rbi.org.in))

   ii) Laxmi Narayan Samantara (AM, Elec.) 7044091683, ([Lnsamantara@rbi.org.in](mailto:Lnsamantara@rbi.org.in))

   **Contact person (MSTC Ltd):**
   i) Mr Vijayant Narayan Singh, Executive, 09909080178

   ii) Mr Rohit Kr Singh, Assistant Manager, 0522-4244702, 9886056499

   **B) System Requirement:**
   i) Windows XP-SP3 & above/Windows 7 Operating System
   ii) IE-7 and above Internet browser.
   iii) Signing type digital signature
   iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

   To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level
For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome).

| 2. | (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.  
(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, LUCKNOW. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.  
**Note:**  
The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken. |
| 3. | All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.  
**Special Note towards Transaction fee:** Payment of Transaction fee is online on MSTC site  
After making the payment for transaction fee, the vendor should enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom Of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.  
**NOTE:** The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.  
Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.  
**Contact Details:**  
Fax No. : 033- 22831002  
Email ids:  
- sanjibpoddar@mstcindia.co.in  
- arindam@mstcindia.co.in  
- rpradhan@mstcindia.co.in  
- smukherjee@mstcindia.co.in  
- umesh@mstcindia.co.in  
- smohanta@mstcindia.co.in  
Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. **Transaction fee is non-refundable.** |
In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

5. **Bidder(s) are advised to make remittance of MSTC fee and EMD through separate NEFT/Mobile banking in advance to the Reserve Bank of India Lucknow.**

Vendors are instructed to use **Upload Documents** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Lucknow and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

6. **All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, Lucknow as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).**

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

   **(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from web site. Please see website [www.mstcecommerce.com/eprochome/rbind](http://www.mstcecommerce.com/eprochome/rbind) of MSTC Ltd.**

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

9. **Bidding in e-tender**
   
   a) Bidder(s) need to submit necessary EMD, Tender fees (If any) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Lucknow.
   
   b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
   
   c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU /Government Departments →RBI New Lucknow Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (for details refer vendor guide &amp; FAQ).</td>
<td></td>
</tr>
<tr>
<td>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click ‘save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.</td>
<td></td>
</tr>
<tr>
<td>NOTE: - After clicking the final submission two more options will show up, “Withdraw bid” and “Delete bid”. If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</td>
<td></td>
</tr>
<tr>
<td>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</td>
<td></td>
</tr>
<tr>
<td>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</td>
<td></td>
</tr>
<tr>
<td>h) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</td>
<td></td>
</tr>
<tr>
<td>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter supplier/contractor.</td>
<td></td>
</tr>
<tr>
<td>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</td>
<td></td>
</tr>
<tr>
<td>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</td>
<td></td>
</tr>
<tr>
<td>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</td>
<td></td>
</tr>
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<td></td>
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</tr>
<tr>
<td>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.</td>
</tr>
<tr>
<td>11.</td>
<td>No deviation to the technical and commercial terms &amp; conditions are allowed.</td>
</tr>
<tr>
<td>12.</td>
<td>RBI, Lucknow has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.</td>
</tr>
<tr>
<td>13.</td>
<td>The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a> of MSTC Ltd.</td>
</tr>
<tr>
<td>14.</td>
<td>The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</td>
</tr>
<tr>
<td>15.</td>
<td>The bid will be evaluated based on the filled-in technical &amp; commercial formats.</td>
</tr>
<tr>
<td>16.</td>
<td>The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.</td>
</tr>
</tbody>
</table>
## Important Information

<table>
<thead>
<tr>
<th>a. E-tender No.</th>
<th>RBI/Lucknow/Estate/3/22-23/ET/4</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Name of work</td>
<td>Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010</td>
</tr>
<tr>
<td>c. Mode of Tender</td>
<td>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.</td>
</tr>
<tr>
<td>d. Date of NIT available to parties to download</td>
<td>15:00 PM of April 01, 2022</td>
</tr>
<tr>
<td>e. Earnest Money Deposit</td>
<td>₹ 19,800/- from each bidder.</td>
</tr>
<tr>
<td>f. Last date of submission of EMD.</td>
<td></td>
</tr>
<tr>
<td>g. Pre-Bid Meeting</td>
<td>Offline at Estate Department, 3rd Floor, Reserve Bank of India, Lucknow at 11:00 Hrs on April 11, 2022</td>
</tr>
<tr>
<td>h. 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></td>
<td>15:00 PM on April 01, 2022</td>
</tr>
<tr>
<td>i. Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</td>
<td>14:00 PM on April 22, 2022</td>
</tr>
<tr>
<td>j. Date &amp; time of opening of Tender</td>
<td>Part I (Techno-Commercial Bid) of the tender shall be opened at 15:00 Hrs on April 22, 2022. If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.</td>
</tr>
<tr>
<td>k. Transaction Fee</td>
<td>Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.</td>
</tr>
</tbody>
</table>
Madam/ Dear Sir,
We have carefully examined the specifications, designs and schedule of quantities relating to tender for “Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010” as specified in the memorandum hereinafter set out and having visited and examined the site of the works as specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to conduct the work as specified in the said memorandum within the time specified & at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

<table>
<thead>
<tr>
<th>(a)</th>
<th>Description of works</th>
<th>Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Estimated cost</td>
<td>Rs. 9.90 Lacs (excluding PF Employer portion and ESI)</td>
</tr>
<tr>
<td>(c)</td>
<td>Earnest Money</td>
<td>Rs 19,800/- (No exemption for MSME as per extant guidelines of RBI)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Beneficiary Name: RBI Lucknow.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>IFSC: RBIS0LKPA01 (0=zero)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Account No: 186003001</td>
</tr>
<tr>
<td>(d)</td>
<td>Period of Contract</td>
<td>03 Years – Contract to be initially awarded for 01 year and the same to be renewed on yearly basis for the next two years subject to the agency fulfilling the terms of the contract satisfactorily.</td>
</tr>
<tr>
<td>(e)</td>
<td>Performance Bank Guarantee</td>
<td>As per section III, Clause 19(a)</td>
</tr>
</tbody>
</table>

2. 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.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill 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.

4. 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 therefore.

5. The Tender is submitted in two parts in MSTC portal. Part I contains all commercial terms conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this ________ day of_______ 2022

For and on behalf of M/s

(Signature with seal)

Name __________________________________________
Designation: __________________________________
Place _________________________________________
Date __________________________________________

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

Witnesses:

(1) Signature with name, address and date

(2) Signature with name, address and date
Section II

Eligibility Criteria for Participating in the e-Tender

Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010.

1. Reserve Bank of India, Lucknow invites e-Tender in two parts for providing “Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank's Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010” at an estimated cost of approximately ₹ 9,90,000/ (Rupees Nine Lakh Ninety Thousand Only) per annum inclusive of all taxes.

2. Eligibility Criteria for participating in the e-Tender: Company/Firm/Agency who fulfill the following pre-qualification criteria are eligible to apply:
   (i) Tenderers/contractors should have minimum 5 years of experience (31.03.2017 to 31.03.2022) in the field of undertaking similar works viz., operation & maintenance of Central AC Plant for the large office buildings/commercial premises with minimum capacity of total 200 TR screw chillers
   (ii) Experience of having successfully completed similar type of works during the last 5 years (31.03.2017 to 31.03.2022)
      (a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost OR
      (b) Two similar completed works costing not less than the amount equal to 50 % of estimated cost OR
      (c) One similar completed work costing not less than the amount equal to 80 % of estimated cost
   (iii) Yearly turnover of minimum ₹10 lakh duly supported by audited financial statements.
   (iv) Firms should have adequate presence in Lucknow/ Kanpur by way of office establishment, and authorized personnel. Documentary evidence to be submitted as per annexure. Those firms will also be considered as eligible who submits written declaration that, they will open the office set up at Lucknow/Kanpur on becoming the lowest bidder.
   (v) Solvency: Should furnish Banker’s/solvency certificate issued by the Applicant’s Banker for an amount equal to ₹10 lakh

3. Documents / details to be submitted:
   a) Copies of applicable tax registrations, viz., PAN, TIN, GST, etc.
   b) Copies of E.P.F. Registration Certificate and E.S.I Registration Certificate (If any)

4. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all tenders.

5. After scrutiny, if any of the contractors is found not to be in possession of the required eligibility, their Tenders will not be considered by the Bank for further processing.
6. Tender shall be submitted through e-Tendering in two parts. Part-I Tender will contain the Bank’s standard Techno-Commercial conditions for the proposed work.

7. Part-I of the Tenders will be opened at **15:00 hours on April 22, 2022** in the presence of the authorized representative of the Tenderers, who choose to be present. Part-II of the Tender will be opened on a subsequent date, which will be intimated to the Tenderers, in due course of time.

8. Declaration

I/We hereby declare that I/we have read and understood the schedule of Eligibility Criteria and have read and understood all the above conditions and the same shall remain binding upon me/us.

Signature and Name of Tenderer

with seal Address:

Date:
Section III

General Instructions to Tenderers

Tender in prescribed form shall be submitted in two parts i.e. Part-I and Part-II.

Part - I of the Tender, titled “Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010” shall be submitted containing the following:

(i) Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the Tender documents.

(ii) The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition/ clarification/ covering letter, while tendering for the work, he will have to submit the same in along with the following and submitted under Part - I:
   (a) List of deviations, if any, in commercial terms and conditions.
   (b) List of deviation, if any, in technical specification.
   (c) Any other technical information the tenderer wishes to furnish.

(iii) The Tender Document (Part-I) issued by the Bank – duly stamped and signed.

2. Only those proprietorship firms/partnership firms/companies with requisite years of experience related to central AC plant maintenance works are eligible to participate in e-Tendering.

3. Reserve Bank of India does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept or reject any or all the Tenders either in whole or in part, without assigning any reasons for doing so.

4. Information Gathering & Site Inspection: The Tenderer must obtain for himself and at his own expense all the information which may be necessary for the purpose of Tendering and for entering a contract and must inspect the site of the work with prior permission and acquaint himself with all local conditions, means of access to the work, nature of work and the matters pertaining thereto. The Employer’s decision in such cases shall be final and shall not be open to arbitration.

5. The rates quoted in the Tender shall be for the complete item including materials, labour, tool and plants required at site for all the locations, Buildings, floors, etc. The rate shall also include any other taxes, duties, levies on work’s contract by Central Govt. or State Govt. or any other authorities. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever, except for changes if any in the statutory minimum wages announced by the Government of India under the Minimum Wages.
Act. The rates shall also include transportation, loading and unloading, freight charges, transit insurance etc.

6. The payment shall be made on monthly basis (by credit to bank account through NEFT) after satisfactory completion of the work duly acknowledged by the concerned official and certified by Bank’s Engineer.

7. **Part - II** of the Tender will contain no conditions but only the Price Bid in the Schedule of Quantities titled “Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010”

8. This part shall contain prices in **Indian Rupees only** as per format (Part - II) in figures and in words in English in the columns specified against each item of work in the document. All items of work shall be quoted.

9. **Rates**: The employer reserves the right to adjust arithmetical or other errors in the Tender in accordance with the following general rules. In the event of discrepancy between words and figures quoted, the description in words shall prevail. Similarly, in the event of an error in the amount column arising as a result of wrong product extension, the unit or item rates shall be regarded as firm and extension amended accordingly.

   a) Rates shall be quoted both in figures and in words in columns specified. If rate for any item is not mentioned in the Tender therein, the Tender will be rejected. No advice whatsoever especially on any change in rate, specifications, or conditions after opening of Part II of the Tender will be entertained.

   b) The rates shall also be firm and be valid for the entire duration of the contract and / or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in freights charges or any conditions whatsoever.

   c) The rates quoted in the Tender shall include all charges. Tenderers must include in their rates Goods and Service Tax and any other prevailing taxes, royalties and duty levied by the Central Government or any State Government or local authority, if applicable. No separate claim in respect of Goods and Service Tax and any other tax, duty or levy whether existing or future shall be entertained by the Employer.

10. **Job Work on Lump Sum Basis**: The Contractor shall note that unless otherwise stated, the Tender is strictly on Job Work on Lump sum Basis and his attention is drawn to the fact that rates for each Job should be correct, workable and self-supporting. The quantities in the Part – II of Tender approximately indicates the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. Claim in such case shall be entertained on pro rata basis.
11. **Tender Format:** The Tenderer shall use only the forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the Tender form made by the Tenderer shall not be valid and shall be treated as null and void.

12. **Opening of Tender:**

   a) **Part-I** of the Tenders will be opened at **1500 Hrs. on April 22, 2022**. (If this day falls to be a holiday, tenders will be opened on the next working day of the Bank) in the presence of Tenderers or their authorized representatives who choose to be present by the Tenderers.
   
   b) It is not incumbent on the Bank to accept any additional condition given by the tenderer, the tenderers shall withdraw all his conditions which are not acceptable to the Bank.
   
   c) The Bank reserves the right to reject offer even after opening Part – I of the Tender and submitted Part – II of the Tender.
   
   d) Part-II of the Tender opened on a subsequent date, which will be intimated to the Tenders in advance.

13. **Last Date:** No Tender will be received after **1400 Hrs. on April 22, 2022** under any circumstances whatsoever.

14. **Disqualification - Missing & Unsigned documents:** The Tender form must be filled in English only. If any of the documents is missing or unsigned, the Tender may be considered invalid by the Bank at its discretion.

15. **Right to Accept or Reject:** The Reserve Bank of India does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept or reject any or all the Tenders without assigning any reasons for doing so. The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, damages, and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though the Bank may and has a right to modify/ withdraw the Tender.

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

17. **Broad Scope of Work:** The scope of work shall be as given in the Tender document.

18. **Lowest Tender Not Necessarily to be Accepted:** The Bank is not bound to accept the lowest or any Tender or to assign any reason for non-acceptance of any Tender. The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through
or in connection with his submission of Tenders, even though the Bank may elect to modify/withdraw the Tender.

19. Earnest Money and Performance Guarantee during contract period:

a) The successful Tenderer shall furnish an amount equal to 05% of the contract value in the form of a Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.

b) The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period.

c) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the payable bill amount / security deposit.

20. Terms of Payment: The payment for the works to be executed under this contract shall be made on a monthly basis and no variation in the mode of payment will be acceptable to the Reserve Bank of India. PF & ESI will be paid to the firm on submission of proof of remittance (employer portion) by the firm.

21. Taxes: The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, etc. imposed by Central/State Government/Local Bodies. If the Tenderer fails to include such taxes and duties in the Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

22. Insurance in respect of damage to the person and property: The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any of his employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government of India or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of the third parties.
An insurance policy covering the third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to the other’s materials/equipment/properties including those, if any of the bank during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full/partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other’s equipment/property shall be approved by the bank. The sub-contractors of the contractor shall not be the holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the architect from time to time during the currency of the contract. The contractor shall also indemnify the Employer against all claims which may be made upon the Employer whether under Workmen’s compensation Act or any other status in force during the currency of this contractor at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the contractor.

The contractor shall be responsible for any liability which may be executed from the insurance policies above referred to and also for all other damages to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this indemnify the employer in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all the sums due or to become due to the contractor without prejudice to the Employer’s other rights in respect thereof. The contractor shall at his own expense arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (principal) and deposit such policy or policies with the employer from time during the currency of the contract.

1. Workmen Compensation policy

23. Signing of Contract Agreement: The General instructions to the Tenderers’ and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.
24. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

25. The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the Tender may be rejected.

26. On receipt of intimation from the Bank of the acceptance of his/their Tender, the successful Tenderer shall be bound to implement the Contract and within fourteen days thereof the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so Tendering, whether such contract is or is not subsequently executed.

27. The contractor shall not assign the contract. He shall not sublet any portion of the contract. 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.

28. **Language:** The tender including all documents etc. shall be in English.

29. **Right to Accept Part Tender:** The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

30. **Other Issues:** The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank’s officials. If in the opinion of the Bank’s officials, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

31. **Settlement of Disputes by Arbitration:**

   a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after its completion and whether before or after the termination or abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the Contractor is dissatisfied on any matter, he may within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be referred for arbitration. Such written notice shall specify the matters, which
are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator shall be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties shall nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

c) The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

d) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

(f) The agreement shall be subject to the jurisdiction of the Hon'ble High Court of Uttar Pradesh at Lucknow.

32. Compliance of the requirements of the Minimum Wages Act / Rules and Contract Labour (R & A) Act / Rules and other Laws/Rules/Notification as applicable:
a) The contractor shall be responsible to get himself registered under the Contract Labour (Regulation and Abolition) Act, 1970 / the Contract Labour (Regulation and Abolition) Central Rules, 1971 and other relevant laws, whenever it is required. The Contractor shall follow all the relevant provisions of the Contract Labour (R & A) Act, 1970 and Contract Labour (R & A) Central Rules, 1971 and ensure to maintain all the records as prescribed there under and by the Office of the Labour Commissioner (Central).

b) The Contractor shall be responsible to make payment to their workmen strictly in accordance with the provisions of the Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the Notifications issued there under by the Government of India from time to time. The contractor shall maintain the relevant records with regard to minimum wages as required under the Minimum Wages Act / Rules / Notifications issued by the Government of India from time to time.

c) The Contractor shall maintain all the documents, Registers and records as required under the Contract Labour (R & A) Act, 1970 / the Contract Labour (R & A) Central Rules, 1971, Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and any of the applicable labour and general laws/Rules and Notifications issued by the State/ Central Government and make the same available for inspection by the Employer or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.

d) The Contractor shall be responsible to ascertain any changes made applicable in the rates of minimum wages by the Government of India vide their Notification issued from time to time and shall implement the said changes and make payment of wages to their workmen accordingly with immediate effect and maintain all the records updated in this regard and keep the Employer posted with the said development producing the necessary documentary proof without delay.

e) The Contractor shall be responsible for due compliance of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Workmen’s Compensations Act, etc. and any other applicable Laws / Regulations / Rules Notifications issued by Central/ State Government.

f) The Employer shall not, in any manner, be responsible for any act, omission or commission on part of the Contractor and no claim in this respect will lie against the Employer or his representatives.

g) The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI to the appropriate agency, for those workers deployed by the Contractor to execute the contract work in the Bank, must be provided by the selected Contractor/Agency to the Bank every month along with the claim bill, failing which the claim bill shall not be settled.

33. Police Verification of all Workmen / Supervisors / Officials for entering into the Bank’s Premises: The agency shall obtain Police verification report on character and antecedents of its personnel and other details relating to age, educational qualifications, name and permanent address, contact numbers 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, well mannered, disciplined and honest personnel shall be deployed. A certificate to the effect that Police Verification of all employees deployed in the services of the Bank has been done and are available with the firm, needs to be submitted within one month of start of the contract to the Bank. Bank can verify these at any point of time during the contract duration.

34. Sexual Harassment Clause:

a) The Contractor shall comply with the provisions of “The Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, are brought to notice of the Bank, Bank will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.

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

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

d) The Contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.

I/We hereby declare that I/we have read and understood the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of Tenderer with seal

Address:

Date
Section V

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand - gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves:
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
   (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work. Hoisting machines and tackle used in the works, including their attachments, anchorages
and supports shall be in perfect condition.

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

**FIRE SAFETY**

i. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.

ii. Only ISI marked 3 pin plug and other appliances and equipments shall be used.

iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.

iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.

v. Personal protective equipments such as safety shoes, hand gloves, welder’s mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.

vi. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10’ from Ground level.

vii. None of the fire extinguishers shall be removed/shifted from its designated location.

viii. Power supply shall be switched off from the mains when equipment is not in use.

ix. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

x. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

xi. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Date ____________
Place ____________  Signature of the Contractor
Section VI

Scope of work/ Technical Details

1. Attending day to day operation, complaints / maintenance work of central AC plant Installations and its ancillary work in office buildings/annexure building premises. The Bank invites E-tenders from the eligible reputed tenderers to participate in the process of Operation and preventive maintenance contract of Central Air Conditioning System (2 X 200TR) chilling units. Equipment covered under operation and Preventive maintenance contract during are as under: Electric panels and Boards installed for above equipment – All panels connected to AC Plant. The Estimated value of contract per annum is ₹9.9 lakh.

2. Air Conditioning System at MOB: the system comprises of the following equipments:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Capacity</th>
<th>Quantity (in Nos.)</th>
<th>Make of equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Screw Type Chiller (Water Cooled) Compressor</td>
<td>200 TR</td>
<td>02</td>
<td>York</td>
</tr>
<tr>
<td>2</td>
<td>Chilled water pumps</td>
<td>20 HP</td>
<td>03</td>
<td>Crompton</td>
</tr>
<tr>
<td>3</td>
<td>Condenser Pumps</td>
<td>30 HP</td>
<td>03</td>
<td>Crompton</td>
</tr>
<tr>
<td>4</td>
<td>Cooling Tower</td>
<td>250 TR</td>
<td>02 No’s</td>
<td>Dollypur</td>
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<tr>
<td>5</td>
<td>Heater coil</td>
<td>240 KW</td>
<td>01</td>
<td>MODEL VW/240</td>
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<td>6</td>
<td>FCU unit</td>
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<td>7</td>
<td>Air Handling Units</td>
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<td>17000 CFM</td>
<td>02</td>
<td>ETA Engineering</td>
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<td>11000 CFM</td>
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<td>15500</td>
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<td>25000</td>
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<td>ETA Engineering</td>
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</tbody>
</table>

3. Contractor should depute skilled/semi-skilled Technicians/Labours as mentioned in the tender having appropriate qualification (ITI) / License in refrigeration and Air conditioning to carry out the work as specified by the Bank in the scope of work. The contractor will be responsible for all technicians/Labours, supporting staff for the said work etc., deputed by the firm for any type of accident while working on LT 440 V supply line. Shift timing will be decided by Bank. Bank reserve right to depute any Labour to any place of work in case of any urgent requirement. The contractor
shall make substitute arrangement in absence of regular wireman/helpers without any additional cost. The appropriate wireman License as indicated above for the deputed technicians are to be submitted to the Bank prior to starting of the work by the successful/selected vender failing which the Bank may consider for termination of contract/delisted the name from empaneled list with immediate effect and without prior notice.

4. The relevant wiremen licenses / certificates are to be submitted mandatorily to the Bank before starting work after its award to the selected vendor. Qualification and the submission of the proof for the same, is mandatory before resuming work at Bank premises. Noncompliance to these may result in immediate termination of the contract without prior notice.

5. To take care of operation / maintenance of AC plant including pump, motor, AHU, cooling tower as and when instructed by the Bank’s authority with the help of experienced person in the line.

6. Scope of Work under the operation contract:
   i. Works to be attended on Everyday Basis are as under:-
      a) The readings of the suction and the discharge pressure, oil pressure, oil and gas level, suction and discharge pressure of pumps, voltage and amps etc. shall be checked and recorded in log books on hourly basis. Necessary action is to be taken if the readings are not normal. b) To check all the electrical motors and the bearings for abnormal noise/heating etc. c) To check the water levels in the makeup water tank and in the cooling tower. d) The inside and ambient conditions i.e. DB, WB & RH of all the AHU’s shall be recorded on daily basis.

   ii. Works to be done on Weekly basis as under:
      a) To check the refrigeration system for leaks test and inform the Bank’s engineer In-charge b) To dust off the inside of all electrical panels. c) To check lugs/thimbles/terminal points of the electrical motors, switches, starters, single phase preventers and the indication lights etc. and to take the remedial steps if required. d) To check the starter, control panel and indication lights etc. from inside. e) To check the alignment of all the belt driven equipment and to rectify if required.

   iii. Works to be done on monthly basis:
      a) To check the belt tension of AHU’s installed on various floor and take corrective steps if required. b) To check the gland/seal, coupling of pumps and cooling towers. c) To check the solenoid valves, safety control and the interlocking of the various equipment. d) To clean all the strainers and the filters of the cooling tower. e) Filters of the AHU are to be cleaned monthly or as and when required.

   iv. Works to be done every three Months:
      a) To check and lubricate the bearings of the motors and to keep the proper record. b) To check the foundation bolts of the pumps and motors and inform RBI. c) To check starter overlap/trip coils for effectiveness of operation. d) To check condition of cooling tower blades fans rotations, fans and motor bearings and inform bank’s engineer in charge for any abnormality. e) Check the makeup water consumption. f) Checking of the electrical contacts of various controls provided for the chiller packages. g) Regular cleaning of cooling tower on quarterly basis and De-scaling of cooling tower during annual shutdown.

7. Scope of works covered under preventive maintenance contract to be carried out during shut down:
a. Chemical cleaning of coils of air handing units.
b. Cleaning of nozzles, basins and louvers of cooling towers.
c. Servicing of switchgear of electrical panel.
d. Draining of water from pipeline and refilling the same with fresh water.
e. Greasing of bearings of motor and pumps.

Note:
a. All spare parts/ material required for repair of the systems will be provided by the Bank for carrying out the routine/preventive maintenance.
b. All consumables like cleaning material, cotton waste, duster cloth etc. and minor material like nut bolts, washers/ screws shall be provided by the contractor and same shall be included in the scope of work.
c. All labour components to be provided by the contractor and same shall be included in the quoted rates for operation contract under item no. 1.

8. Staff to be deputed for the operation
(i) On all days except Sunday - from 8:30 AM to 6:30 PM (with staggered duty hours)– 03 no. Electrician (ITI qualified in Air-conditioning and Refrigeration with minimum 03 years’ experience. The contractor shall maintain a muster for the attendance of his staff which should be submitted to the Bank’s engineer as and when required. The contractor must ensure that the staff deputed to the works are qualified and experienced. The contractor must maintain a record in respect of performance of their duties for fulfilment of contract requirement. In case of absence of any of above team members, substitute personnel need to be deputed

I/We hereby declare that I/we have read and understood the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of Tenderer with seal

Address:

Date
Section VII

Other Guidelines & Terms and Conditions for the Firm

1. Compulsory presence of contractor on the days of important meetings, functions at RBI & as & when informed by the Estate Department.

01. Weekly verification, sign & submission of registers. The following Registers shall be maintained by the Contractor
   b. Daily work done Register
   c. Attendance Register
   d. Any other log books as directed by Estate In charge.

The above registers shall be submitted to Estate Department for their verification.

2. Providing of all essential tools to his staff for day-to-day maintenance & emergency.

3. Providing of all safety equipments, material to his staff. Providing uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch, Mobile phone etc. to his all staff.

4. Provide necessary training to his staff on quality, safety & technology.

5. If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.

6. The Contractor has to arrange repairs, maintenance, fittings of fixtures etc. for the installations in the campus of all heights & depths.

7. The Contractor and his staff shall strictly follow the Standard Industrial Safety & Security Norms.

8. Full time daily supervision by the Supervisor/ Contractor at site is compulsory.

9. Service / Maintenance Report should be maintained in each case and should be submitted duly countersigned by the Supervisor & user/ complainant while submission of monthly bill. Report should contain the following details:
   a) Time of call
   b) Time of report
   c) Time of restoration
   d) Nature of failure
   e) Probable cause
   f) Action taken
   g) Components replaced, if any.

10. The successful bidder within 15 days from the award of contract or commencement of the contract whichever is earlier, under intimation to RBI should provide all (I) tools and equipments required for effective maintenance such as Multi meter, Meager, Ammeter, Galvanometer and Earth tester, all required tools/equipments & safety items etc. should be arranged by the AMC contractor himself at his own cost. Tools like, Drill machine, bits, Air blower, cramping tool and all other tools, screwdriver, spanner, cutting pliers set, hammer, pipe range, spanner set, hack-saw or any other tools required for daily maintenance/repair job should be available at site till completion of the contract.
period. All the Meters & testing equipment, which are used at site, should be periodically calibrated from Authorized Test Laboratory.

11. Periodical cleaning, testing & routine maintenance of systems are to be done as recommended by manufacturers, and as directed by Electrical Engineer/ Estate In-charge.

12. It shall be the responsibility of the Contractor for the safety of service providers / work force and maintain cleanliness of the installation/equipment's particularly which are under his sole possession/use as required. All his service providers shall be provided with Identity Card as per the norms of RBI. The Contractor shall furnish local contact telephone number, Mobile number & contact address.

13. The Contractor shall be responsible to maintain records and furnish data about mandatory tests i.e. insulation and earth tests of all the installation as per Indian Electricity rules & IS specifications.

14. The Contractor shall be responsible to keep the installations & area where installation is installed neat & cleaned. The contractor is also responsible to provide & maintain records at the site e.g. attendance of duty staff, log books for equipment etc. as required.

15. It shall be the responsibility of contractor to maintain and hand over back the installation covered under the scope of service after completion of operation maintenance services in good working condition as required.

16. The Contractor shall be responsible for the equipments, materials handed over to him, and in case of any mishandling or missing the same shall be replaced or repaired at his own risk and cost.

17. All dismantle/unused materials shall remain the property of RBI and shall be the responsibility of the contractor to return the same to Estate/ACT periodically as required

18. Any damage done to the existing installation, equipment or to the building particularly due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same without any cost to RBI.

19. The contractor shall make own arrangements for transport and other logistics to service providers / work force.

20. The Contractor or his bonafide senior representative shall visit the site at least once a month and meet the Estate Department to take instructions, monitor operations and review the complaint register/site order books, thereby attending the site requirements efficiently & effectively, failing which In-charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.

21. RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending upon site requirement for execution of the work mentioned in the scope of work without any additional cost.

22. Lodge complains, liaison with and follows up with concerned authority for rectification/ restoration of the system and fix scheduled Preventive maintenance of the electrical systems.
23. The list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy operation of the system concerned will be considered in part of scope of work.

24. The contractor's wiremen/helpers should attend to the breakdown call immediately. Major/minor complaints shall be attended immediately and no extra payment will be made for same. The Firm has to depute sufficient Staff/Technicians on Sunday/Bank holidays, if Bank desired & or In case of emergency/for very essential work/breakdown etc., without extra charges/payment.

25. **Penalty**: In case the duty Labour/s fails to turn up for work, or not attended & or not carried out the any captioned work/complaint/s within the stipulated time also the electrician/s not found in the bank premises, proportionate recovery for the 2 days paid salary (of that Labour) towards each Labour’s absence (for minimum 2 hours) **plus** charges paid by the Bank to engage outside agency to attend the complaint/s will be recovered from the monthly bill of the contractor to whom the Bank awarded the AMC contract. Also an amount of **Rs.750/-** (Rupees Seven hundred fifty only) per day will be charged as penalty if the defect/s in the system is not rectified within **04 hrs** on receipt of intimation of the defect/s in the system and max deduction on this account shall not exceed 10% value of the AMC contract awarded.

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

27. All tools and machinery required for routine maintenance work such as pliers, cutter, screw drivers, spanner set, blowers, drill machine, meggar, multimeter, earth tester, pipe wrench, cotton waste, safety belts, cleaning materials, soap, medical first aid box, grease, oil & detergent for servicing of electrical appliances, gland packing, & tools & plants etc., shall be provided by the contractor. No extra payment will be made for the same. Each individual workman should have a comprehensive electrical tool kit with all necessary equipments i.e. tester, screw driver set, multi meter, plier etc.

28. The contractor shall depute Technician/Labour of proven capability. Contractor will be held responsible for any mischief / damages that may take place in the working premises on account of wireman’s negligence.

29. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making a tender and for entering into a contract and must examine the site, nature of work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.
30. The Technician’s license, contractor’s license copy and their contact Telephone Nos. and Cell Nos. of both (Technician/s & contractor) shall be submitted to the Bank.

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

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

33. 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.

34. Payment will be made on monthly basis after completion of satisfactory work (duly certified by competent authority/ Bank’s officials.

35. Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm 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 be 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.

36. Bank’s decision shall be final and binding on the contractor in all matter of dispute arising on the work.

37. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

For the defined scope of work, we recommend minimum requirement of skill as following:

<table>
<thead>
<tr>
<th>Work type</th>
<th>Required Certification</th>
<th>Minimum Skill Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>operation and maintenance of Central AC Plant at Bank’s Main Office Building</td>
<td>ITI in Air conditioning and Refrigeration</td>
<td>Skilled or Semiskilled as per tender requirement</td>
</tr>
</tbody>
</table>

For all the above defined activities which are to be offered and to be covered under the proposed AMC should contain minimum 02 no. of manpower (semi-skilled) and 01 skilled. Minimum skill requirement is as per office of CLC (Chief Labour Commissioner) specified workers for Electrical lines, cabling, laying etc.
Timing for the workmen will be as follows: 02 semi-skilled electricians for 08 hours duration and 01 Skilled electrician on general shift. Timing will be decided by Bank later.

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 there for. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

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

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

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

Place: 
Date: 
Seal & signature of the contractor 
Phone No. 
Mobile Nos.
Section VIII

SPECIAL INSTRUCTIONS TO THE TENDERER

1. The workmen will not be allowed to stay within the premises except duty hours.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
4. The Contractors has to obtain permission, if any required from the local authorities / bodies as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and draining charges.
5. The intending tenderer can obtain any clarifications regarding the tender etc. if any from the office of the Deputy General Manager/General Manager, Reserve Bank of India, Estate Department, Lucknow, on any Bank's working day.
6. The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank’s officials. The delivery of materials shall be given on the floors specified in the tenders.
7. The bidder may please note that the work has to be carried out in an occupied building / premises during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the staff and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly on daily basis, to the entire satisfaction of Bank.
8. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are
inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.

9. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank’s Premises, as per the instructions of the Bank’s Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank’s premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank’s Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.

10. The tenderer shall use only approved brand materials.

11. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank’s Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.

12. Some other works, such as Civil/plumbing/sanitary, or any specialised works etc., have been organized by the Bank through separate agencies. The contractor shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.

13. The contractor should have valid Labour license from Labour Commissioner wherever the number of labourers engaged is 20 or more. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner’s rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.

14. Before quoting the rates, contractor should inspect the site and understand the nature and scope of the work for themselves.

15. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank’s Engineer. The bidder should note that the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on
this account. No claim from the contractor later will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc, shall be final and binding on the contractor.

16. The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.

17. The Contractor shall make their own arrangements for storing of their materials at site. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.

18. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.

19. The Contractor shall keep the Bank indemnified against all claims, if any.

20. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.

21. Wearing of uniform: Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose at their own cost.

22. **List of Documents to be submitted along with Monthly Bill:** Copy of following documents for a particular month duly certified by the contractor /supervisor to be submitted along with monthly bill for payment:

   a. Statement of Complaints received/attended
   b. Statement of materials procured (If any) with the approval of Bank
   c. Copy of Attendance Register
   e. Remittance of PF & ESI by the employer (If registered) and labour portion to the account of the labour
   f. A statement showing payment of wages made with signature of labour.
   g. Any other logbooks/document as directed by Estate Dept. In charge.

Place:

Date: 

Signature of Contractor with seal
To,
The Regional Director
Reserve Bank of India
Estate Department
Lucknow- 226010

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars</th>
<th>Details to be filled in by the Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Organisation/Tenderer</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of the proprietor/partners/directors of the organisation with designation</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Regd. Office/ Business Address of the organisation along with Telephone No., Mobile No., Fax No. and e-mail. (a) Whether having own office in Lucknow. (b) Address of the local office at Lucknow. (c) Name of the authorised official and his/her telephone number.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The Bank Account (IFSC Code and Account Number) where payments would be received by the organisation</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Any Disputes (including with statutory authorities) are pending and details of the stage of proceedings.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Indicate if involved in any litigation</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Any disputes (including with statutory authorities) are pending and details of the stage of proceedings.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Copy of the PAN, Tin and GST Registration wherever applicable.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Provident Fund Account Number (If any)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>ESI Number (If any)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Licence Number under Contract Labour (R&amp;A) Act</td>
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<tr>
<td>12.</td>
<td>Copy of Terms and Conditions duly signed by the Authorized person(s).</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The Bank reserves the right to call for proof/verification of any of the above mentioned particulars.

Signature of Tenderer with seal

Date
## CHECK LIST
*(To be filled –in by the bidder)*

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Documents/ Confirmation to be submitted along with Part-I of the tender</th>
<th>Bidder's response (Put a Tick)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earnest Money Deposit of Rs……………./- by Demand Draft/ Bank Guarantee/NEFT</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>2</td>
<td>Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>3</td>
<td>List of resources/manpower to be deployed full time, along with their qualifications/experience - duly filled in at Annexure’</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>4</td>
<td>List of deviations, if any, in commercial terms and conditions</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>5</td>
<td>List of deviation, if any, in technical aspects.</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>6</td>
<td>Whether the bidder has visited the site and satisfied himself with all aspects of work which may have bearing on rates</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>7</td>
<td>Part II contains only priced bill of quantity <strong>along with duly filled in cost break up details</strong>, without any conditions.</td>
<td>(Yes/No)</td>
</tr>
</tbody>
</table>

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

Date:

Place:
Declaration

(To be submitted in the Technical Bid on the Letter head of the company, duly signed by authorised signatory)

1. The information provided by me/us is true to the best of my/our knowledge and if any information is found incorrect or false, I/we may be debarred from the Tender process / being awarded the contract.

2. I/We agree to abide by the terms and conditions stipulated by the Bank as mentioned in Annexure.

3. I/We also agree that our Tender will remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the Tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us in writing.

4. I/We understand that the Reserve Bank of India, Lucknow reserves the right to accept or reject any or all of the Tenders either in full or in part without assigning any reason thereof.

Dated this_____day of___________2022.

Signature: Name:

Seal of the Contractor
Annexure – III

(The successful Contractor’s should give following declaration along with the bills).

1. DECLARATION

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

Signature with date:

Name:

Seal:

___________________________________________________________________
Proforma for Bank Guarantee In Lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank).

This deed of guarantee made this _____ day of ____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at ____ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _______ (Tenderer’s name hereinafter referred to as ‘Tenderer’) a Company registered under _____ and having its registered office at ______ is bound to deposit with the Bank by way of earnest money INR ___________ (INR ___________ _______________ only) in connection with its Tender for “Annual Maintenance Contract for operation and routine maintenance of Central AC Plant and Associated equipment at Bank’s Main Office Building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010” and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No.__________ _ Section IV of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____________ instead of deposit of earnest money in DD/NEFT.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR ___________ (INR ___________ _______________ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the Annual Maintenance Contract for operation and maintenance of Central AC plant at bank’s main office building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010. The Banks’ decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety’s liability under the guarantee is restricted to INR ___________ (INR ___________ _______________ only).

6. This guarantee shall remain in force and effective up to _____________ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____________, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank. (Banker’s Name and Seal)

Bank Manager
(Banker’s seal)
FORM OF PERFORMANCE BANK GUARANTEE
(On Non-Judicial Stamp Paper of appropriate value)

This deed of guarantee made this day of___________________ between Bank of______________________________________________________ (hereinafter called the “Bank”) of the one part, and Reserve Bank of India, (hereinafter called “RBI”) of the other part
Whereas RBI, has awarded the Contract for ---------(Name of the Project).................
------------------------------------------------------------------------------------------------------------------------
for Reserve Bank of India (hereinafter called the "Contract") to _____________ (Name of the contractor) ___________________ (hereinafter called the "Contractor").

AND WHEREAS the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of Rs.________________ (Rupees ___ ____________________ only) (Amount in figures and words).

1. Now we the undersigned__________________________________________ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of______________________________________________________________(Full name of Bank), hereby declare that the said Bank will guarantee RBI the full amount of Rs.__________ (Rupees ____ _______________________ only (Amount in figures and Words) as stated above.

2. After the Contractor has signed the aforementioned Contract with RBI, the Bank is engaged to pay RBI, any amount up to and inclusive of the aforementioned full amount upon written order from RBI to indemnify RBI for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by RBI immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the contractor. 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.

3. This guarantee is valid till __________ (date to be mentioned) (date of virtual completion) or the extended period, thereof)

4. At any time during the period in which this guarantee is still valid, if RBI agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para Numbered 2above, it is understood that the Bank will extend this Guarantee under the same terms and conditions for the required time on demand by RBI and at the cost of the contractor.

Annex V
5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

6. The neglect or forbearance of RBI in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by RBI for the payment hereof shall in no way relieve the bank of their liability under this deed.

7. The expressions “RBI”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ------- -- day of ---------- (Month) 2016 being herewith duly authorized.

For and on behalf 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  Witness 2

Signature  Signature

........................................  ....................................................

Name  Name

........................................  ....................................................

Address  Address

........................................  ....................................................

........................................  ....................................................

........  ........

........................................  ....................................................

........  ........

........................................  ....................................................

........  ........
# Annex VI

## KEY PERSONNEL PROPOSED FOR THE AMC
*(To be filled by the bidder and submitted along with Part – I)*

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Minimum No. of personnel</th>
<th>No. of proposed personnel</th>
<th>Proposed Designation</th>
<th>Technical Qualification/Total years of Relevant Experience</th>
<th>Additional Details in Annexure if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Semi-Skilled Workmen</td>
<td></td>
<td>02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Skilled Workmen</td>
<td></td>
<td>01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Others (please specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
1) In case of Sr. No. 01: ITI in Airconditioning and Refrigeration
2) In case of Sr. No. 02: ITI in Airconditioning and Refrigeration

**Name and Address of The Contractor:**

**Sign & seal of the contractor:**

**Date:**

**Place:**
Annexure VII

Articles of Agreement

This AGREEMENT is made at Lucknow on this____day of______, Two Thousand Twenty Two between Reserve Bank of India, a statutory body established under the RBI Act, 1934, having its Central Office at Fort, Mumbai, and one of its Offices at Lucknow, represented by its Regional Director / Authorized Officer, Reserve Bank of India, Lucknow-226010. (Hereinafter called “the Employer”) on the one part and

_____________ (proprietorship/partnership firm/ Company), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at ______________________ (hereinafter called “the Contractor”) represented by Shri ………………………………………. who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a Contractor for Annual Maintenance Contract for providing services for Housekeeping in the Main Office Premises of the Bank has caused requirements and specifications describing the works to be done to be prepared by or under the direction of Bank’s Regional Director.

AND WHEREAS the Employer had called for tenders from eligible contractors Annual Maintenance Contract for providing services for Housekeeping in the Main Office Premises as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the said conditions numbered ___________ to ___________ inclusive, the Specifications and the Schedule relating to the works specified in the memorandum have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein, and to the Terms and Conditions of Contract set forth in the Tender document, (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).

A. NOW IT IS HEREBY AGREED AS FOLLOWS

1. This agreement will come into effect from ----------- and will remain in force up to -------------. However, the contract may be extended further on same terms and conditions, for another two years, one year at a time, or part thereof with mutual consent of both the parties, subject to satisfactory performance of the services provided and adherence to contractual obligations by the concerned firm/company.

2. The charges of ₹ _______________ (Rupees___________________________ only)
will be inclusive of manpower used for efficient rendering of the maintenance services and shall be payable on monthly basis subject to submission of bill/invoice. The payment thereon will be made after the same is duly certified by the Bank’s officials to the effect that the maintenance services have been provided satisfactorily, subject to statutory deductions.

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

4. The above charges also include GST, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.

5. The said conditions and scope of work thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said Conditions contained and the correspondence contained.

6. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

7. The term “Regional Director” in the said Conditions shall mean the Officer entrusted or any other successor of the Bank nominated by the Employer for that purpose will function as “Regional Director”.

8. The Reserve Bank of India will administer and arrange for supervision of works through the Bank’s staff including certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract, execution of the work, quality of work, quality of materials, progress and completion of the contract.

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

10. All payments by the Employer under this Contract will be made only at Lucknow.

11. Undertaking
I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of -------- work awarded to me at the rate which is not less than the one prescribed under the Minimum Wages ACT 1948 and to ensure compliance of essential amenities as provided under the CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

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

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

14. **Non-Disclosure Clause:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank’s infrastructure/systems/equipment’s 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 Bank 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.”

If the contractor is a partnership or an individual.

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

If the contractor is a company.

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

Signature Clause

SIGNED AND DELIVERED by the Reserve
Bank of India by the hand of
Shri
(Name and designation)
In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by
In the presence of

(1)

Address

(2)

Address

If the party is partnership firm or
an individual should be signed
by all or on behalf of all the
partners.
Witness

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

(1)

(2)

Directors who have signed these presents in token thereof in the presence of
(1)

(2)

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED BY the Contractor by the hand of Shri
_________________________________ and duly constituted attorney.

If the Contractor signs by hand of power of Attorney, whether a company or individual.
Annexure VIII

Reserve Bank of India
Estate Department
Lucknow
Unpriced BOQ

<table>
<thead>
<tr>
<th>Sr.no</th>
<th>Description of Items</th>
<th>Qty</th>
<th>Rate/ Month (In Rs.)</th>
<th>Rate/ Year. (In Rs.)</th>
<th>Amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Rate for Annual Maintenance Contract for operation and maintenance of Central AC plant including associated electrical equipments at bank’s main office building, 8-9, Vipin Khand, Gomti Nagar, Lucknow-226010 by deputing experienced technicians as mentioned below: (02 technicians for each 08 hours on rotation and shift basis and deployment of 01 No. Skilled electrician on general shift for 08 working hours). The technicians to work for repair &amp; maintenance of existing central AC plant and other electrical equipments as per scope of work inclusive of all necessary tools &amp; equipment, consumables etc. as required to complete the job and also include the arrangement of ladder, etc. required to attend the job at all height &amp; level nothing extra shall be paid on this account. The rate shall be inclusive of supply of necessary consumables required for routine/minor repairs works Teflon, blade, hacksaw, drill bits, nails, insulation tape and removal of demolished materials as directed by Bank’s Engineer. Note:- 1. Payment for required replacement of materials &amp; consumables of approved quality &amp; make shall be paid as per latest DSR / Market / Purchased rate with overloading of latest available cost index for the DSR for Lucknow region plus GST (if applicable) or actual basis as per the relevant and genuine invoice as approved by Bank. 1. For minimum wages w.e.f April 2022 of skilled/semiskilled labour, please refer to <a href="https://clc.gov.in/clc/min-wages">https://clc.gov.in/clc/min-wages</a>. 2. Firms are advised to quote the minimum wages as per the labour rates of Central Labour Commission only.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. I</td>
<td>Semi-Skilled electrician</td>
<td>02 No’s</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. II</td>
<td>Skilled Electrician</td>
<td>01 No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Total Cost towards operation contract (A. I + A. II) for deployment of 01 skilled &amp; 02 semiskilled technicians (Excluding GST and contractor profit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>The cost should include vendors profit including overhead charges, Bonus, transportation, uniform, shoes and other miscellaneous requirement as per the tender terms and conditions and other stipulated guidelines by GOI</td>
<td></td>
<td></td>
<td>(Please put Number value)</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Cost towards maintenance contract as per section VI, para 07</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Total cost towards operation and maintenance including contractor profit excluding GST. In words: _______________________.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. no</td>
<td>Description of Items</td>
<td>Qty</td>
<td>Rate/ Month (In Rs.)</td>
<td>Rate/ Year. (In Rs.)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. I</td>
<td>Semi-Skilled electrician</td>
<td>02 No’s</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. II</td>
<td>Skilled Electrician</td>
<td>01 No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Amount towards operation contract (A. I + A. II) for deployment of 01 skilled &amp; 02 semiskilled technicians excluding GST and contractor profit</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>B (%)</td>
</tr>
<tr>
<td>D</td>
<td>Amount towards maintenance contract as per section VI, para 07</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Total cost towards operation and maintenance including contractor profit excluding GST. In words: ______________________________.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The tender will be evaluated to find the L1 on the basis of total cost of ownership (TCO).

\[
TCO = (B + B \times \frac{C}{100} + D) \times 1.18 \text{ (M.F)}
\]

1.18 is the multiplying factor for 18% GST on total cost to be applied uniformly for all the eligible firms participated.

Note:
- The firm is required to enter the contractor profit (C) % in numeric value, in the MSTC website. Firms are required to quote the cost excluding of GST. GST will be automatic calculated by MSTC as per the formula of total cost of ownership (TCO) given above.

- The contractor is advised to carefully go through the scope of works specified part-I of the tender & visit the site before submitting the bid.

- Rates for labours have to be as per Minimum Wages Act (CLC), VDA and inclusive of all applicable statutory levies/taxes, uniform for all days in a month. Firms are advised to quote the minimum wages as per the labour rates of Central Labour Commission only.

- Rates quoted are inclusive of reliever charges. No extra amount shall be paid for posting of reliever.

- The vendor may be asked to submit the rate analysis and price justification if the rates quoted is found to be unrealistic or abnormally low/high.

- If the vendor is enlisted for PF and ESI, then Bank will pay the employer portion of PF & ESI on submission of proof of remittance towards the a/c of the Labours.

Place:                                                                          Signature and seal of the contractor
Date