



**Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur**

Reserve Bank of India, Jaipur invites e-Tender for **Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur** The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All the eligible firms / contractors 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:

a. e-Tender Name	<b>Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur</b>
b. e-Tender no	RBI/Jaipur/Estate/152/20-21/ET/214
c. Mode of Tender	<b>e-Procurement System</b> (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> )
d. Date of NIT available to parties to download	October 10, 2020 after 11:00 hrs
e. Earnest Money Deposit	<b>Rs 29,855/- (Rs. Twenty nine thousand eight hundred fifty five only) through NEFT - details as below along with the Part I / Technical – Commercial Bid. IFSC Code – RBIS0JPPA01 A/c number – 8692299 MSME firms are exempted for submitting the EMD subject to submission of relevant certificate.</b>
f. Last date and time of submission of EMD	November 03, 2020 up to 11:00 hrs
g. 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>	October 10, 2020 after 11:00 hrs
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	November 03, 2020 up to 11:00 hrs

i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	November 03, 2020 after 12:00 hrs
Date & Time of opening of Part- II (i.e. Price Bid)	Date and time of opening of price bid will be informed separately to all the eligible bidders later.
j. Transaction Fee	To be paid through MSTC website

**Please note that there is no tender fees to download the tender document from Portal.**

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 candidature.

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the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.



Reserve Bank of India  
Estate Department  
Jaipur

Comprehensive Annual Maintenance Contract of Pest  
Control Treatment Work in Reserve Bank of Indian, Main  
Office Building, Officer and Staff Colony, Gandhinagar,  
Jaipur

Part I

Techno-Commercial Bid

Name of Bidder:.....

Address:.....

Telephone no:.....

Email Address:.....

Last Date and time of submission of bid/tender: November 03, 2020 up to 11:00 hrs

Note: Scanned and Signed copy of Part I need to be upload on MSTC website at relevant tender module. Part II directly submit at MSTC.

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**SCHEDULE OF TENDER (SOT)****Reserve Bank of India (RBI)**

a. e-Tender no	RBI/Jaipur/Estate/152/20-21/ET/214
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
c. Date of NIT available to parties to download (notice for inviting tender)	October 10, 2020 after 11:00 hrs
d. Pre-Bid meeting	NA
e. i) Earnest Money Deposit	<b>Rs. 29,855/- (Rs. Twenty nine thousand eight hundred fifty five only) through NEFT - details as below along with the Part I / Technical – Commercial Bid. IFSC Code – RBIS0JPPA01 A/c number – 8692299 MSME firms are exempted for submitting the EMD, subject to submission of relevant MSME registered certificate on MSTC Portal.</b>
f. Last date of submission of EMD	November 03, 2020 up to 11:00 hrs
g. 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>	October 10, 2020 after 11:00 hrs
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	November 03, 2020 up to 11:00 hrs
i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	November 03, 2020 up to 12:00 hrs
j. Last Date and Contacted person in case of any queries regarding tender	In case of any queries, you can mail to Shri Jayvant Rathod (AM) on <a href="mailto:jrrathod@rbi.org.in">jrrathod@rbi.org.in</a> or Estate Department mail id <a href="mailto:estatedeptjaipur@rbi.org.in">estatedeptjaipur@rbi.org.in</a> Last date for the submission of any clarification/queries is October 21, 2020
Transaction Fee	To be paid on MSTC website

<b>Estate Department</b>	
<b>Jaipur</b>	
<b>E-Tender: Part I / Techno- commercial bid</b>	
<b>Section – I Commercial Conditions</b>	
1.1.1	<b>Name of work:</b> RBI JAIPUR invites tender of “Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur” in two Parts from eligible bidders. It is E-tender and service provider is MSTC. Refer <a href="#">Annexure I</a> before proceeding further.
1.1.2	<b>Estimated yearly cost of work:</b> Rs. 14,92,728/- (Rupees fourteen lakh ninety two thousand seven hundred twenty eighty only).
1.1.2.1	<b>Eligible Work/Similar Work :</b> Pest control treatment work
1.1.3	<b>Earnest Money Deposit:</b> All Bidder needs to submit EMD of <b>Rs.29,855/-</b> . <b>However, MSME firms are exempted for submission of EMD.</b> Necessary MSME registration certificate is needed to be uploaded along with tender on MSTC Website.
1.1.4	<b>Time for AMC:</b> The contract may be valid initially up to March 31, 2022 and the same may be renewed annually maximum for 3 years based on satisfactory performance.
1.1.5	<b>Transaction fee of tender will be directly submitted at MSTC website</b>
1.1.6	Date of start of tender: October 10, 2020 after 11:00 hrs
1.1.7	Last date and time of submission of tender: November 03, 2020 up to 11:00 hrs
1.1.8	Date and time of opening of Part I of tender: November 03, 2020 up to 12:00 hrs
1.1.9	Date and time of opening of Part II of the tender: Part II will be opened on same day if there will be no deviation submitted by the bidder. Otherwise the Part II will be opened in a due course. Date for the opening of Part II will be communicated to bidders through email.
1.1.10	<p><b>Eligibility Criteria:</b></p> <p>a. Minimum 5 years of experience in the field of undertaking pest control treatment works viz large office buildings / commercial Estate / industrial houses/Government organization/PSU's (from the date of issue of e-Tender)</p> <p>AND</p> <p>b. Have executed successfully pest control treatment works from the date of issue of e-Tender individually costing as under: (work order of executed work need to attached)</p> <p>Three works each costing not less than Rs. 5,97,090/- of the estimated cost OR Two works each costing not less than 7,46,364/- of the estimated cost OR One work costing not less than 11,94,182/- of the estimated cost</p> <p>AND</p> <p>c. Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 financial years. Bidder should submit a copy of total turnover during last three years i.e. 2017-18 and 2018-19, 2019-20 audited by Chartered Accountant.</p> <p>AND</p> <p>d. <a href="#">Annexure IV</a> and <a href="#">V</a> must be submitted along with the tender in MSTC.</p>

	<p>AND</p> <p>e. Authorization letter/certificate for carrying out pest control work issued to firm/company by Indian Pest Control Association (IPCA) or any other authorized agency.</p>
1.1	<p><b><u>Tendering Process:</u></b> The tender for the above work is in two parts i.e. Part I contains technical specifications &amp; terms and conditions. Part II contains only rates of items. Tender shall be submitted on MSTC website (refer <a href="#">Annexure I</a>). Scan and Signed copy of Part I will be uploaded on MSTC website and rates of Part II will be directly submitted at MSTC website. All corrigendum, addendum will be uploaded on MSTC website only. Information regarding tender can also be issued on RBI Website. i.e. <a href="http://www.rbi.org.in">www.rbi.org.in</a></p>
1.2	<p><b><u>Part II (Financial bid):</u></b> Part I will be opened on the date and time mention above. No deviation will be accepted in Part I of tender. If firm put deviation in the tender. Their tender will be out rightly rejected. Part II of such tender will not be opened. Part II will be opened for those bidders who qualified in Part I of the tender. Lowest quoted amount in the Part II will be declared L1 bidder/successful bidder and tender will be awarded to them.</p>
1.3	<p>The rates quoted in Part II of tender shall be firm and shall include charges of GST, levies, consumables, labour, transport, insurance, removing of debris from the site etc. Bidders are advised to inspect the site before quoting. This is item rate tender and all items are to be executed as directed by Technical officer deputed in the Bank.</p>
1.4	<p><b>All tenderers / bidders are required to submit the EMD (Earnest Money Deposit) as mentioned above in A/c No.8692299, Account name RBI Jaipur , IFSC Code:RBIS0JPPA01 (0=Zero) through NEFT/ Mobile Banking/ RTGS {Intimate/ forward the transaction details to <a href="mailto:estatedeptjaipur@rbi.org.in">estatedeptjaipur@rbi.org.in</a>} If bidder is fails to submit the EMD, tender may be cancelled. EMD should be interest free and shall be returned to unsuccessful bidders after awarding the work and EMD of L1 bidder/ successful bidder will be returned after submission of Performance Bank Guarantee.</b></p> <p><b><u>EMD shall be forfeited if the Bidder:</u></b></p> <p>(i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or</p> <p>(ii) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.</p>

	<p>(iii) has been blacklisted by any Government agency and the blacklisting is still in force.</p> <p>(iv) If bidder fails to complete the work.</p>
1.5	<p><b><u>Validity of tender:</u></b> The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of tender.</p>
1.6	<p><b><u>Signing of Contract Agreement</u></b>  The Part I and Part II both will be part of contract and subsequent correspondence corrigendum, addendum. The successful bidder shall be bound to implement the Contract within 14 days from the date of work order. The cost of necessary stamp paper (Rs 500) for execution of the agreement shall be borne by the Bidder. The format of agreement is attached at <a href="#">annexure-II</a>.</p>
1.7	<p><b><u>Time Period:</u></b> AMC till March 31, 2022 (to be renewed every year, maximum 3 years based on satisfactory performance).</p>
1.8	<p><b><u>Extension of time: (before expiry of original date of completion)</u></b>  If the L1 bidders desire any extension of time for completion of work on grounds of their having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrance. Such application shall contain complete details of hindrances, which hindered the contractors in the execution of the work and reference to record of entry in the Hindrance Register. The Bank will grant the extension of time, without prejudice to Bank's right to recover liquidated damages or compensation under relevant contract clause. The hindrance due to the Bank will not be the part of calculation of liquidated damages.</p>
1.9	<p><b><u>Safety and statutory measures:</u></b> The bidder shall take all safety measure during the execution of the work. The Bank will not accept any liability for any mishap / accident caused while working. The bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act,1936 Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act,1970, Payment of Bonus Act 1965 amended till date or any other labour law/statute in force in this regard.</p>
1.10	<p><b><u>Visit to Sites: -</u></b> The bidder is required to provide pest control services to various premises of the Bank as indicated in this document and is advised to visit and acquaint himself with the site conditions. It shall be deemed that the contractor has undertaken a visit to all the premises and is aware of the operational and site conditions prior to the submission of the tender documents.</p>
1.11	<p><b><u>Cleanliness:</u></b> All debris shall be disposed of by the bidder as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.</p>
1.12	<p><b><u>Quality of Material:</u></b>  All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the authorized officer of the Bank and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in list Specification, with the requirements of the latest edition of the relevant Indian Standards approved by the authorized officer of the Bank.  <b>The mixture of the chemicals for the purpose of the pest control work must be done in front of the Bank Authorized representative or caretaker only.</b>  All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in</p>

	<p>the Specifications. The cost of all samples for all tests required by this Specification or approved Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the authorized officer of the Bank.</p> <p>Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the authorized officer of the Bank.</p> <p>Independent tests and analysis of any of the materials may be made from time to time by a Testing House or analyst appointed by the authorized officer of the Bank. in order to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective Indian Standard code of practices for pest control measures. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by authorized officer of the Bank. Should the result of any test be unsatisfactory to authorized officer of the Bank., the materials represented will be rejected. The costs of all the tests shall be borne by the contractor.</p>
1.13	<p>No alteration, omission or variation shall vitiate this contract but in case the Bank's designated/authorized officer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer.</p> <p>The Bank's designated/authorized officer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Bank's designated/authorized officer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects, which may be found to exist at any stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's designated/authorized officer.</p> <p>The contractor shall, before place orders for supply, furnish to the Bank's designated/authorized officer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's designated/authorized officer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufacturers have test certificates for their goods/articles/products/ processes/equipment, copies of such test certificates shall be produced by the contractor along the samples.</p>
1.14	<p><b><u>Removal of improper work:</u></b> The Employer shall, during the progress of the works, have power to order in</p>



	<p>writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's designated/authorized officer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings &amp; specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.</p>
1.15	<p><b><u>Non-Disclosure clause:</u></b> The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
1.16	<p>The Bidder / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder / Agency and the Bidder/Agency shall ensure appropriate action under the said Act in respect to the complaint. The bidder shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.</p> <p>(i) Any complaint of sexual harassment from any aggrieved employee of the bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p>
1.17	<p><b><u>Termination for Default:</u></b></p> <p>(a) The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Bidder and upon the Bidder's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:</p> <p>(i) If the Bidder fails to deliver any or all of the items/works within the time period(s) specified in the Contract; or</p> <p>(ii) If the Bidder fails to perform any other obligation(s) under the Contract.</p>

	<p>(b) On termination of the Contract for default, the EMD of the Bidder will be forfeited.</p> <p>(c) On termination of the Contract for default, action will be taken to blacklist the Bidder.</p> <p>(d) Bank has right to go in court of law if such case is arrived.</p>
1.18	<p><b>Insurance:</b> The bidder shall obtain and maintain insurance policies in respect of during the execution of the work:</p> <p>a) work man compensation for working men</p> <p>b) Third party liability (Rs 1 lakh per accident maximum for 3 period)</p> <p>c) Contractor's all risk policies for contract value</p>
1.19	<p><b>Payment Condition:</b></p> <p>(a) Payment will be made on a monthly basis as per actual work done as mentioned in Scope of Work.</p> <p>(b) Firm has to submit Performance Bank Guarantee as per <a href="#">annexure - III</a> format enclosed herewith @ 5% of the contract value during the contract period. This Performance Bank Guarantee should be valid up to March 31, 2022.</p> <p>(c) All bill is liable to deduct TDS, and CGST and SGST on TDS. of the contract value as per government prescribed rate.</p> <p>(d) Bill will be paid within 15 days from the date of submission to the Bank.</p>
1.20	<p><b>Renewal of the contract:</b></p> <p>The contract may be valid initially up to March 31, 2022 and the same may be renewed annually based on satisfactory performance.</p> <p><b>Price Escalation Clause:</b> Escalation would be considered on the basis of following price escalation formula.</p> $AC = AP \{15+60x (EPIC /EPIP) +25 x (CPIC /CPIP)\} \times 1/100$ <p><math>A_C</math> The contract amount for the current year (excluding taxes)</p> <p><math>A_P</math> The contract amount for the previous year (excluding taxes)</p> <p><math>EPI_C</math> Wholesale Price Index for Insecticide and Pesticide 6 months prior to the commencement date of contract for the current year.</p> <p><math>EPI_P</math> Wholesale Price Index for Insecticide and Pesticide 6 months prior to the commencement date of contract for the previous year</p> <p><math>CPI_C</math> Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year</p> <p><math>CPI_P</math> Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year</p>
1.21	Quantity of tender item is indicative which may increase and decrease during execution of the contract in the range of plus minus 25%.
1.22	<b>Extra Item:</b> If the quantity of any of the tender items increases 25% beyond the tender item quantity, such items shall be treated as Extra items and the rates of these shall be prepared on the basis of market rate analysis.
1.23	The Bank is not bound to accept the lowest or any bid and may at any time accept any or reject any or all of the bids without assigning any reasons thereof.

1.24	<p><b>Disclaimer</b></p> <p>Reserve Bank of India, Rambagh Circle, Tonk Road, Jaipur (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur.</p> <p>This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents. The Bank reserves the right not to proceed with this tender, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.</p>
1.25	Bankers' solvency certificate of value not less than <b>Rs. 15 Lakhs as per</b> the per-forma given in <a href="#">Annex V</a> along with the technical Bid.
1.26	Special Condition: if any.
Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

### **General Conditions of the contract**

1. Provide necessary training to his staff on quality, safety & technology.
2. Providing of all safety equipment's, necessary materials for the pest control to his staff.
3. The manpower deployed should be able bodied and trained persons with good health and clean record.
4. The Bank reserves the right to advise the Bidder to remove any personnel found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
5. The Bidder shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Bidder and /or the manpower deployed have observed the same.
6. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the Bidder and the Bank shall not be liable in any manner whatsoever.
7. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the Bidder shall alone be liable to pay such damages or compensation to the persons deployed. The contractor will be responsible for taking all safety standards for its personnel deployed at the banks premises/colonies.
8. The payment of bills will be made on monthly basis after certification by the Competent Authority or any other person authorized by the Bank for this purpose.
9. Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
10. At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment. Any such amendment will be hosted on the on MSTC website <https://www.mstcecommerce.com/eprochome/> or Bank's website <https://www.rbi.org.in>. The addendum (s) issued will form part of the tender documents. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.

## Section-II

### Details of Tenderers

#### 1. Particulars of Firm:

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

#### 2. The details of bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	

5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

### 3. Prequalification Criteria :

Following are our Clients for whom we have executed “similar pest control treatment” works during 5 years as per the eligibility (Please submit the documentary evidence in support of)

Sr. No.	Details	Client 1	Client 2	Client 3
1	Name of the Client Organization/Firm			
	Address :			
	Name of the Contract Person			
	His/her Mobile No :			
	His/her Fax No.			
	His/her Telephone No.			
	His/her E-mail Id			
2	Name of the “pest control treatment” work with brief particulars			
3	Work order No and date			
4	Cost of the “eligible” work as per work order/letter of award			
5	Date of commencement			
6	Stipulate date of completion			
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion if any			
9	Gross value of the work completed and paid for			
10	Whether the tenderer has been engaged by the client for maintenance under Annual Maintenance Contract (AMC).			

**4. Please also provide following details with supporting documents as per prequalification criteria:**

1	Work experience in years (please submit copy of work order issued/extended by the firm/company prior to 30.09.2015 the date of publish of this tender)	
2	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2019-20	
	(b) 2018-19	
	(c) 2017-18	
3	Copy of certificate issued by Indian Pest Control Association (IPCA) to company/firm authorizing it to carry out pest control work.	

**5. Service set up details in Jaipur:**

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

**Signature of Tenderer with stamp/Date**

### Section-III (Scope of the work)

1	<p><b>Name of work:</b> Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur.</p>
2	<ol style="list-style-type: none"> <li>1. Comprehensive Annual Maintenance service for the pest control treatment as per tender is required at Reserve Bank of India, Main office Building, Reserve Bank of Indian officer Colony and Reserve Bank of India Staff Colony, Gandhinagar, Jaipur.</li> <li>2. Payment for the Pest control treatment and gel treatment inside the flats both at officer colony (102 flats) and staff colony (288 flats) will be done based on actual work done in total number of flats.</li> <li>3. Pest Control treatment contains general pest control, rodent treatment with chemicals approved by Central Insecticides Board and Registration Committee (CIB&amp;RC) and the Food Safety and Standard Authority of India (FSSAI) and Environmentally friendly chemicals.</li> <li>4. Bats Control Treatment, Gel Treatment, Anti-Mosquito disinfections treatment.</li> <li>5. Provide necessary training to his staff on quality, safety &amp; technology. The Bidder shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Bidder and /or the manpower deployed have observed the same.</li> <li>6. Material for the General Pest Control treatment Deltamethrin 2.5% SC, Anti-Mosquito treatment Deltamethrin 1.25% ULV, Cockroaches treatment, rodent treatment Bromodiolone 0.005%.</li> <li>7. The complaints registered by the resident in the complaint book maintained with the Bank/Caretaker/mobile/desktop application will be routinely checked daily and all complaints will be attended promptly. After satisfactory completion the signature shall be obtain from respective resident or their representative.</li> <li>8. The work of pest control at bank premises will be supervised by the Maintenance cell and the bill must be certified by the Security Officer (Maintenance Cell) and Assistant Manager. (Maintenance Cell) and concerned caretaker.</li> <li><b>9. The contractor is advised to visit the site before quoting their rates to assess the bank premises area and quantum of work.</b></li> <li>10. The rates quoted shall be for the complete items inclusive of cost of all materials, chemicals, T&amp;P (Tools and Plants) and labours for complete work. The treatment once done should remain effective till next due date. In case of complaints, if any, the contractor will have to repeat the treatment free of charge and satisfy the complainant.</li> <li>11. Details regarding area of the bank premises is mentioned below:</li> </ol>



<b>Premises</b>	<b>Area</b>
Total RBI Tonk Road Area	13793 sq.mt.
Total RBI Built up Area	19910.00 sq.mt.
Total RBI Carpet Area	14547.00 sq.mt.
Total RBI Staff Colony Area	39031 sq.mt
Total Carpet Area of RBI Staff Colony	10234 Sq.mt
Total Common Area of RBI Staff Colony	28797 sq.mt
Total RBI Officer Colony Area	16238 sq. mt.
Total Carpet Area of RBI Officer Colony	4000 sq.mt
Total common Area of RBI Officer colony	12238 sq.mt.
<b>Date</b>	<b>Signature of the firm</b>
<b>Place</b>	<b>(By a person holding the Authority/Power of Attorney)</b>

## Section – IV

**Financial Bid/Unpriced Bid**

Sr. No.	Items	UOM (Number)
1	<p><b>Pest control:Carrying out Pest Control and Rodent Control treatment inside and outside the flats and for common portions, compound area, staircases, drains, pump house, security post, community centre, dispensary etc. in Bank's residential colonies against household pests such as cockroaches, bedbugs, mites, ants, silver fish, spiders, Wasps, Fleas, Lizards etc. using permitted and approved by Central Insecticides Board and Registration Committee (CIBRC) and the Food Safety and Standards Authority of India (FSSAI) / environmental friendly Deltamethrin 2.5%SC, chemical emulsions as per manufacturer's specifications for general pest control using hand operated spray pump and rodent control treatment in entire colony. Remove of beehives from trees inside the colony close to residents blocks/flats as and when asked for. The rates quoted shall be for the complete item inclusive of cost of all materials, chemicals, T&amp;P (Tools and Plants) and labour etc. for complete work. The treatment once done should remain effective till next due date. In case of complaints, if any, the contractor will have to repeat the treatment free of charge and satisfy the complaint.</b></p>	
1.1	RBI Staff Quarters, Gandhinagar, Jaipur (Once in 3 Months). Entire inner area of the flat. Payment for the above treatment inside the flats will be done based on actual work done in the total number of flats. (4 services in a year)	288
1.2	RBI Officer Quarters, Gandhinagar, Jaipur (Once in 3 Months). Entire inner area of the flat. Payment for the above treatment inside the flats will be done based on actual work done in the total number of flats. (4 services in a year)	102
1.3	RBI Annex Building, flats (Once in 3 Months). This include entire common area of block like (staircase, mumty). (4 services in a year)	6
1.4	RBI Staff Colony, (Class - III) Community Hall, Pump room, security cabin, Gandhinagar, Jaipur (Once in 3 months). (4	1

	services in a year)	
1.5	RBI Officer Quarters, Community Hall, Pump room, security cabin, Gandhinagar, Jaipur (Once in 3 months). (4 services in a year)	1
1.6	Entire inner area of RBI Main Office Building including Annex building all other structure in office premises, Rambaug Circle, Jaipur (Once in a month), (Entire inner area). (12 services in a year).	1
1.7	Entire Common Area of 17 blocks in officer colony and 24 blocks in staff colony. Total 41 blocks. (Once in 3 months). Pest control treatment of entire common area of 41 blocks like staircase, mumty, garage area etc. (4 services in a year)	1
2	<b>Removal of Bats from the Bank's office premises including inside area of Main Building and Annex Building. Rates should include the making provision in the service shaft so that no bats can enter the building from the shaft or any other area.</b>	
2.1	Entire RBI Main Office Building and Annex Building as per complaint. (minimum 1 service in a year)	1
3	<b>Carrying of gel treatment for pest control and reptile control inside the kitchen in residential flats. The rates shall be applicable for complete job including cost of all material, labour, chemical, T&amp;P etc.</b>	
3.1	RBI Officer colony flats, Gandhinagar, Jaipur. (once in 6 months). Payment for the above treatment inside the flats will be done based on actual work done in the total number of flats. (2 services in a year)	102
3.2	RBI Staff Quarters flats, Gandhinagar, Jaipur (Once in 6 Months). Payment for the above treatment inside the flats will be done based on actual work done in the total number of flats. (2 services in a year)	288
3.3	RBI Annex Building, flats (Once in 6 Months). Payment for the above treatment inside the flats will be done based on actual work done in the total number of flats. (2 services in a year)	6
3.4	RBI Main office Building, officer Lounge, Jaipur. (once in 6 months). (2 services in a year)	1
3.5	RBI Annex Building, Canteen, Jaipur. (once in 6 months). (2 services in a year)	1
4	<b>Carrying out of Anti-Mosquito disinfection Treatment outside the flats in common areas i.e. compound areas, staircases, common portions, community centre, pump house, ACT office, dispensary etc. in residential colony by way of fogging using Deltamethrin 1.25%ULV and environmental friendly chemicals with fogging machine in the entire colony including spraying of Dry Chemical Powder and anti-mosquito emulsion by hand operated pump using insecticides for the control of mosquitoes in the areas around the flats, drains, places of water logging etc. complete including cost of material, labour, chemicals, T&amp;P</b>	

	<b>(Tools and Plants) etc. (on weekly basis) Thermal fogging (to be done only as per the direction of Bank.</b>	
4.1	RBI Main Office Building, Gandhinagar, Jaipur (Once in a week). (52 services in a year)	1
4.2	RBI Officer Colony, Gandhinagar, Jaipur (Once in a week). (52 services in a year)	1
4.3	RBI Staff Colony, Gandhinagar, Jaipur (Once in a week). (52 services in a year)	1

## Annexure I

### Important instructions regarding e-tender

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

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

1.	<p><b>Process of E-tender :</b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, JAIPUR is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a></b></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU /govt depts → RBI JAIPUR → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, JAIPUR, (before the scheduled time of the e- e-Tender).</p> <p><b>Contact person (MSTC):</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1) Mr Sumit Chakraborty</td> <td style="width: 50%;">2) Shri Vikas Agrawal</td> </tr> <tr> <td>Deputy Manager (NRO)</td> <td>Assistant Manager</td> </tr> <tr> <td>Mobile no: 7043414496</td> <td>Mobile no- 9004311440</td> </tr> <tr> <td colspan="2">Email-<a href="mailto:vagrawal@mstcindia.co.in">vagrawal@mstcindia.co.in</a></td> </tr> </table>	1) Mr Sumit Chakraborty	2) Shri Vikas Agrawal	Deputy Manager (NRO)	Assistant Manager	Mobile no: 7043414496	Mobile no- 9004311440	Email- <a href="mailto:vagrawal@mstcindia.co.in">vagrawal@mstcindia.co.in</a>	
1) Mr Sumit Chakraborty	2) Shri Vikas Agrawal								
Deputy Manager (NRO)	Assistant Manager								
Mobile no: 7043414496	Mobile no- 9004311440								
Email- <a href="mailto:vagrawal@mstcindia.co.in">vagrawal@mstcindia.co.in</a>									





8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><b><u>Bidding in e-tender</u></b></p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAIPUR.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU /Government Departments →RBI JAIPUR Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>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).</p> <p>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</p> <p><b>NOTE:</b> - 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.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>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 <b>SUPPLIER/CONTRACTOR</b>.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the</p>



	<p>same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the e-Tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAIPUR has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a> of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

## Annexure II

### FORMAT FOR ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.500/- stamp paper)

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

WHEREAS The Bank is desirous of (**Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur**) at \_(Jaipur)\_ and has caused specifications describing the works to be done.

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

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

### NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the "**Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur**" to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

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

8. **Time** shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14 day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition , subject nevertheless to the provisions for extension of time.

9. All payments by The Bank under this Contract will be made only at Jaipur.

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

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

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

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

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of Shri .....  
(name and designation)

..... in the presence of

(1)  
Address

(2)  
Address

.....  
.....

.....

Witnesses

SIGNED AND DELIVERED  
BY

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

.....  
.....1).....

... Address

.....  
.....

2)

.....  
.....

Address

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

.....  
.....

.....  
.....

Witnesses

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

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

.....  
.....

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

.....  
.....

In the presence of

( 1  
)

.....  
.....

( 2  
)

.....  
.....

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

.....  
(2) .....

.....  
SIGNED AND DELIVERED  
BY the Contractor by the  
hand Of  
Shri

.....  
.....  
and duly constituted  
attorney.

**Annexure III**

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

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

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

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

The Regional Director

Reserve Bank of India,

\_\_\_\_\_

Dear Sir,

**Comprehensive Annual Maintenance Contract of Pest Control Treatment Work in Reserve Bank of Indian, Main Office Building, Officer and Staff Colony, Gandhinagar, Jaipur**

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

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai,

(hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor)

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called

“the Bank”), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

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

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

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

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

We hereby further agree that –

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

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

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



Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature .....

Name .....

Address .....

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

**Annexure IV**

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

**Please always quote in your correspondence**

Ref. No. \_\_\_\_\_

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

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

Dear Sir,

Name of Work: \_\_\_\_\_

**Client's Certificate regarding performance of the Contractor**

We confirm that M/s. \_\_\_\_\_ (Name of the contractor) have carried out the following work/s for us. The firm may be considered sound for entrusting captioned costing up to Rs.15 Lakhs.

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

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

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

Office Seal of the Client

Yours faithfully,

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

Note:

- \* Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU
- \* Responding Officer should be of the Rank of General Manager in respect of Private organizations
- \* The matter written in italic not to be printed on the final Performance Certificate

**Annexure V**

On the Letter Head of Bank
----------------------------

Please always quote in your correspondence
--------------------------------------------

Ref. No. \_\_\_\_\_

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

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

Dear Sir,

Name of Work: \_\_\_\_\_

**Banker's Solvency Certificate**

We confirm that M/s. \_\_\_\_\_ are banking with us. They may be considered financially sound for entrusting with any contract to Rs. 15 Lakhs.

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

Sr. No.	Particulars	Comments of the Bank
1	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	.....
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

3. This certificate is issued without any Guarantee or responsibility on the bank or any of its officers.

Yours faithfully,

Seal of the Bank

(Signature)  
Authorized Signatory  
For the Bank