



Reserve Bank of India
Protocol & Security Establishment
NOTICE INVITING TENDER (NIT)
RBI/Mumbai/Others/8/20-21/ET/513
(Only through e-procurement)

Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai.

1. Reserve Bank of India, Protocol & Security Establishment, Mumbai Regional Office, Mumbai (RBI) invites E-tenders from eligible vendors/Suppliers/OEM "**Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai.**" The period of contract will be up to March 31, 2022 from 01/04/ 2021 OR date of award of work (issue of the work order) as per laid down contractual obligations (The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of technical bid). The work is estimated to cost **Rs. 65,60,000/-** (Rupees Sixty five lakhs sixty thousand only) all taxes inclusive (including GST).
2. All Pre-Qualification papers shall be uploaded on MSTC site and same will be downloaded at the time of opening part-I of tender for examination by the Bank.
3. The Earnest Money Deposit (EMD) of **Rs. 1,31,200/-** (Rupees One lakh thirty one thousand and two hundred only) may be remitted through NEFT or furnish the Bank Guarantee in respect of the said amount. The Bank Guarantee (from Scheduled Commercial Bank) submitted towards Earnest Money deposit has to be valid for the validity period of the tender plus additional 90 days. Documentary evidence in support of remittance shall be submitted in sealed cover addressed to The Regional Director, Reserve Bank of India, Protocol and Security Establishment, Mumbai-400 001 so as to reach P&SE Office up to **2:00 PM on 08/03/2021** super scribing as "EMD for "Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai."

4. Online tenders will be available for viewing /download from **11.00 AM on 08-02-2021** from the website www.mstcecommerce.com.

5. A pre-bid meeting (off-line mode) of the intending Tenderers will be held on **11-02-2021 at 11.00 AM**.

6. Place of Pre Bid meeting:

Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001.

7. Place, Time and date before which written queries for Pre-bid meeting must be received:

Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001 by **12:00 PM on or before 10-02-2021**.

8. The duly filled in tender documents shall be uploaded on MSTC site. (Date of Starting of online submission of e-tender from **16-02-2021 at 11:00 AM** and Date of closing of online submission of e-tender is **08-03-2021 up to 5:00 PM**)

9. Part I of the tenders will be opened on-line at **2.30 PM on 09-03-2021** in the presence of the authorised representative of the Tenderers who choose to be present. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.

10. RBI 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 any or all the tenders without assigning any reason there for.

Regional Director

Reserve Bank of India

Protocol & Security Establishment

MRO, Mumbai

Part - I

**Tender for Supply of Bio-Compostable Bin liners of size
(19"x21" & 30"x37") to the RBI's various Offices and
Residential colonies in Mumbai.**

Name of Firm: _____

Address: _____

DISCLAIMER

Reserve Bank of India, Protocol & Security Establishment, Mumbai Regional Office, Mumbai (RBI) has prepared this document to give background information on the Contract to the interested parties. While RBI has taken due care in the preparation of the information contained herein and believe it to be in order, neither RBI nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

RBI reserves the right not to proceed with the tender or to change the configuration of the tender, to alter the time lines reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

SCHEDULE OF TENDER (SOT)

A	E-Tender Name:	Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai
B	E - Tender No.	RBI / Mumbai /.....
C	Estimated value of tender	₹ 65,60,000/- (Rupees Sixty five lakhs sixty thousand only) all taxes inclusive (including GST).
D	Transaction fees	0.05% of estimated value of tender = ₹ 3280/- + applicable GST
E	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Financial Bid through www.mstcecommerce.com/eprochome/rbi)
F	Date of NIT available to the parties for download	11:00 AM on 08-02-2021
G	Date of Pre-Bid meeting (offline)	Offline 11:00 AM on 11-02-2021
	Place of Pre Bid meeting	Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001
	Place, Time and date before which Written queries for Pre-bid meeting must be received	Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001 by 12:00 PM on or before - -2021
H	Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	11:00 AM of 16-02-2021
I	Date of closing of online submission of e-tender (Technical Bid and Financial Bid)	05:00 PM of 08-03-2021
J	Date & time of opening of Part-I (Technical Bid)	02:30 PM of 09-03-2021
K	Date of opening of Part-II (Financial Bid)	Part-II (Financial Bid) will be opened electronically only of those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Mumbai Regional Office. Such bidder(s) will be intimated regarding date of opening of Part- II

		(Financial Bid) through valid email given by them.						
L	Period given to Successful Bidder for set up and to start the actual supply.	15 days from the date of the Work order						
N	Period given to Successful Bidder for Agreement.	14 days from the date of the Work order						
O	Earnest Money Deposit (EMD)	<p>The Tender Application must be submitted along with Earnest Money Deposit (EMD) amounting of Rs. 1,31,200/- (Rupees One lakh thirty one thousand and two hundred only) payable through NEFT/RTGS or furnish the Bank Guarantee in respect of the said amount before the close of business hours on 08-03-2021 up to 2:00 PM without which applications will be rejected. Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT/RTGS in favour of MSTC Limited. EMD will not carry any interest. It would be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD will be refunded after payment of security deposit in the form of a valid bank guarantee and execution of the contract.</p> <table border="1" data-bbox="608 1279 1152 1503"> <tr> <td>A/c Name</td> <td>Reserve Bank of India, Mumbai (P&SE)</td> </tr> <tr> <td>A/c Number</td> <td>04869229906</td> </tr> <tr> <td>IFS Code</td> <td>RBIS0MBPA04</td> </tr> </table> <p>Note- Please read 5 & 10 letter of IFS Code as “Zero</p>	A/c Name	Reserve Bank of India, Mumbai (P&SE)	A/c Number	04869229906	IFS Code	RBIS0MBPA04
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**Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to
the RBI's various Offices and Residential colonies in Mumbai.**

Table of Contents

Section/Annexure	Description	Page No.
PART I		
Section I	Important instructions for E- tender	8-12
Section II	General Instructions regarding technical and financial bids	13-20
Section III	Form of Tender	21-23
Section IV	Articles of Agreement	24-27
Section V	Interpretation Clause	28-28
Section VI	General instructions to Tenderers and conditions of the Contract	29-40
Section VII	Special conditions of the Contract	41-42
Section VIII	Evaluation Criteria	43-45
Section IX	Detailed Scope of Work	46-48
Section X	Performa of Bank Guarantee for Security Deposit and EMD	49-55
Section XI	Format of bank Report	56-56
Section XII	Format for power of attorney for authorised signatory	57-57
Section XIII	Performa for Indemnifying the Employer against Patent Rights	58-58
Section XIV	Bill of Quantity	59-59
PART II		
Section V	Financial Bid	60-61

2. The bidder is expected to examine all instructions, scope of work, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

PART I

Section I

Important instructions regarding E-tender

This is an e-procurement event of RBI Office. The e-procurement service provider is MSTC Limited. Bidders are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting their online 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 Technical Bid as well as Financial 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 computer connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special note: The Technical Bid and Financial Bid have to be submitted online only at <http://www.mstcecommerce.com/eprochome/rbi/buyerlogin.jsp>

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → /e- Procurement/ → PSU / Govt. Depts/ → RBI. Register as Vendor by 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.
- 3) In case of any clarification, please contact MSTC/RBI, (well before the scheduled time of the e/tender).

Contact person (MSTC):

1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile-09987758430
2. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789
5. MSTC Helpdesk No – 033 -2290-1004

Contact person (RBI, Mumbai):

1. D N Shewale (Manager) – dnshevale@rbi.org.in – Mobile No - 9869326853
2. Kartik Bhake (Assistant Manager) – kartikbhake@rbi.org.in - Mobile No – 9167924127

3. S S Dhongade (Assistant Manager) – ssdhongade@rbi.org.in – Mobile No - 8108109812

B) System Requirements:

- 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 disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

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

Other Settings:

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

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprhome

C) Process of E-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprhome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular

tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT/RTGS, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

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

5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. Bidding in E-tender:

a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fees is non- refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by the tender inviting authority within 10 working days of the award of the contract.

b) The process involves Electronic Bidding for submission of Technical and Financial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com

→ /e- procurement/ →PSU/Govt. depts→ /Login under RBI→ /My menu→ /Auction Floor Manager→ /live event →Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.

f) Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution of supply.

k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

l) The Bank 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.

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

n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

o) No deviation from the technical and financial terms & conditions are allowed.

p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

q) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprchome to familiarize with the system before bidding.

Part I (Section II)
General Instructions regarding technical and financial bids

1. PART- I (Technical bid)

- 1.1** E-Tenders in two parts are invited from eligible vendors/Suppliers/OEM for “Supply of Bio-Compostable Bin liners of size (19”x21” & 30”x37”) to the RBI’s various Offices and Residential colonies in Mumbai”, at an estimated cost of ₹ **65,60,000/-** (Rupees Sixty five lakhs sixty thousand only) all taxes inclusive (including GST).
- 1.2** The tenderers should submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before **05:00 PM of March 08, 2021**. Tenderers shall submit e-tender proposal along with refundable EMD of ₹ **1, 31,200/-** (Rupees One lakh thirty one thousand and two hundred only) complete in all respect as per the prescribed format.
- 1.3** A pre-bid meeting of the intending tenderers will be held **at 11:00 AM on 11-02-2021** in Conference Room of Reserve Bank of India on First floor, Mumbai Regional Office, Main Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400001. RBI will clarify any point/doubt raised by the bidders in respect of the tender. No separate communication will be sent for this meeting except for the change of date or time by the Bank. All the intending tenderers are advised to be present. They may indicate points/conditions/specifications which need to be clarified during the meeting in advance. The written queries for Pre-bid meeting must be received at Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001 by **12:00 PM on or before 10-02-2021**. These issues will be discussed in the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/doubts will be entertained after the pre-bid meeting.
- 1.4** The Part-I (Technical Bid) will be opened electronically **on 09-03-2021 at 02:30 PM**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

- 1.5** Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.
- 1.6** Before submitting the tender, the Bidders may go through the detailed scope of work, articles of agreement and terms & conditions specified herein, on which the work will be awarded by the Bank and required to be executed by the successful Bidder. The Bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work to be awarded under this Tender.
- 1.7** Bidder/authorized signatory of the Bidder shall sign on each page of the tender before uploading
- 1.8** Corrections, if any, in the quotation shall be duly authenticated with full signature.
- 1.9** In the first stage, the Technical Bids will be opened. The bid of any bidder who has not complied with one or more of the conditions prescribed in General instructions or terms and conditions in the tender document will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria mentioned in the Tender document. Decision in this regard will be at the sole discretion of the RBI.
- 1.10** Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.
- 1.11** Each Bidder (each member in the case of partnership firm / joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award

and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder, to be null and void.

1.12 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant Laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

1.13 RBI shall obtain reports on the past performance of the Bidder from his clients and bankers. RBI shall evaluate the said reports before opening of the financial bid of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers, are found unsatisfactory, RBI reserves the right to reject his offer and his EMD will be returned. RBI is not bound to assign any reason for doing so.

1.14 This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the RBI whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Contractor. Further, RBI will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the RBI to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

1.15 Eligibility criteria for participating in the tender –

The estimated cost of the work / contract is around ₹ **65,60,000/-** (Rupees Sixty five lakhs sixty thousand only) all taxes inclusive (including GST) and therefore the contractor/tenderer must have experience of successfully completed similar works viz 'Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to Govt. Financial Institutions, Corporate houses, hotels etc. during the last 5 years

ending March 31, 2020 (from April 01, 2015 onwards) within the criteria given below:

- i. Should have carried out a similar work continuously for 3 years from the FY 2017-18 onwards costing not less than amount equal to 80% of the estimated cost each year supported by audited/CA certified financial statements and Income Tax return certificate.

OR

Should have carried out two similar works continuously for 3 years from the FY 2017-18 onwards costing individually not less than amount equal to 50% of the estimated cost each year supported by audited/CA certified financial statements and Income Tax return certificate.

OR

Should have carried out three similar works continuously for 3 years from the FY 2017-18 onwards costing individually not less than amount equal to 40% of the estimated cost each year supported by audited/CA certified financial statements and Income Tax return certificate.

- ii. Tenderers should have minimum average annual turnover of Rs. 7 0 lakhs during the last 3 financial years supported by audited financial statements.
- iii. Tenderers should have a valid ISO 9001: 2008 Certificate in Quality Management system.
- iv. Tenderers should have applicable and valid registrations with statutory authorities constituted for labour welfare and other purposes such as ESI, EPF, PAN, TIN, GST, etc. duly supported by documentary evidence and certificates of registration.
- v. The Tenderer should have a full-fledged office in Mumbai.
- vi. Tenderer should have at least one active/operational current account in a scheduled bank. The bank account details may be furnished to RBI at the time of signing of the agreement.
- vii. The Tendering firms/companies must be a profit making entity for the last three consecutive accounting years.
- viii. The Tendering firms/companies should submit Income Tax Return Certificate/ Assessment Order and audited financial statements for the past three financial years.

- ix. The bidder should submit the list of its clients (current and previous). The bidder must also give references of minimum 2 organizations/ companies where their current supplies.
- x. Track record of a bidder should be clean without any involvement in unlawful/ illegal activities or financial Banking frauds. There should not be any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.
- xi. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- xii. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including RBI at any location in India on any grounds.
- xiii. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
- xiv. The bidders shall submit documentary evidence in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.

1.16 Details of the company/firm/agency

a) The full particulars of the Company/Firm/Agency, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es) etc. are required to be submitted. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the

identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.

b) Details of work experience as per the requirements in the eligibility criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the RBI at any other center should also be given.

c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers (as per format prescribed in Section XI of part I of the tender document) with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by a Chartered Accountants should be enclosed in support of credit worthiness and turnover for the last three years.

d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

1.17 Documents required to be uploaded - Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB)

1. Attach the Form of Tender, articles of agreement, Scope of work and Terms & Conditions duly signed.
2. Incorporation documents.
3. Audited Income-tax returns/ assessment orders of last 3 accounting years.
4. Audited annual financial statements for the last 3 accounting years.
5. All documents related to work experience supported by Work Orders, completion certificates and other details.
6. Copy of the PAN, DIN, TIN and GST Registration, etc. wherever applicable.
7. Certificate from banker as per prescribed format.
8. Copies of ISO 9001: 2008-Certificate in Quality Management System.
9. Certificate Copies of IS 17088:2008 issued by CPCB under PWM Rules, 2018.

10. Details of current and previous clients.
11. Power of Attorney/ authorization with the seal of the company/firm in the name of the persons signing the tender documents.
12. One self-attested recent passport size photograph of each authorized person of the firm/agency, with name, designation, and address, mobile number, email ID etc.
13. Any other document or information the tenderer wishes to furnish (any litigation, court case, penalty, suspension, dispute etc.).

2. PART- II (Financial Bid)

2.1. Part-II of the online tender should only contain the service provider's quoted rates as per the prescribed format.

2.2. The tendered rates shall be inclusive of all the liabilities (**including GST**) of the company/agency/firm viz., Statutory Liabilities etc.

2.3. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances.

2.4. All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all inclusive (**including GST**).

2.7. Financial Bid should contain only the price filled in Indian Rupees in figures and words and any condition will make it liable for rejection.

3. Opening of Tender

3.1. **Validity of Tender:** The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of technical bid, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

3.2. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3. No deviations / conditions shall be stipulated by the contractor in both technical

and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

3.4. Technical Bids will be opened first and evaluated to determine responsiveness to the Bank's requirements. Technical Bids of applicants will be evaluated based on the Evaluation criteria (Section-VI) mentioned in the tender document. Proposals scoring minimum of 70% marks (i.e. 70 marks out of total 100 marks) shall be considered for further evaluation in the price bid.

Also such tenderers shall be considered for empanelment under similar contract for next three year i.e up to March 31, 2024. The Part-II (Financial bid) of only those tenderer's who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through valid email.

3.5. RBI 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.

3.6 RBI reserves the right to amend/ modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the RBI to do the aforesaid. RBI may modify the Tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any addenda to the Tender Document shall be part of the Tender Document. To allow Tenderers reasonable time to take any addenda into account in preparing their proposals, RBI will extend, if necessary, the deadline for the submission of proposal.

3.7 The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more Suppliers at its own discretion and the Supplier will have to execute orders for part of the items placed with them at the quoted rates. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Supplier shall execute the same. In this context, the rates quoted for each item must be self-supporting and relevant. No variation of rates shall be allowed on this account under any circumstances.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

Section - III

Form of Tender

To,
The Regional Director for Maharashtra and Goa
Reserve Bank of India
Protocol & Security Establishment
Main Building, S B S Marg
Fort, Mumbai - 400 001.

Dear Sir,

Having examined carefully the specifications, scope of work and conditions relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the memorandum and acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in Section II, Part II of the tender and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and terms and conditions, conditions hereinbefore referred to, specifications, and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai
(b)	Estimated cost of works	₹ 65,60,000/- (Rupees Sixty five lakhs sixty thousand only) all taxes inclusive (including GST).
(c)	Earnest Money deposit (EMD)	₹ Rs. 1, 31,200/- (Rupees One lakh thirty one thousand and two hundred only) calculated as 2% of total estimated cost
(d)	Validity of quoted	The period of contract will be up to March 31, 2022 from

	rates	date of award of work (issue of the work order) as per laid down contractual obligations (The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of technical bid).
(e)	Performance bank guarantee	Rs. 3,28,000/- (5% of the estimated cost of tender.)

1. In consideration hereinafter mentioned the Supplier will upon and subject to the conditions annexed carry out and complete the Work described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Bank will pay the Supplier they said contract Amount, or such sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix 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 and the correspondence contained.
4. The 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 it is a Contract for supply of the bin lines as per our bi-monthly requirement and to be paid according to actual quantities and probable quantities or as provided in the said conditions. The bank reserve the right to order any quantity as per the requirement and will not be bound to order certain quantity irrespective of any data / figure mentioned in the document and will release the payment accordingly. Furthermore the quoted rate shall be valid for the period up to **March 31, 2022** and no increase whatsoever will be allowed under any circumstances.
6. The supply order will be given as and when required and payment will be made based on the supply.
7. All payments by the Employer under this Contract will be made only at Mumbai.

8. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at **Mumbai** and only Courts in **Mumbai** shall have the jurisdiction to determine the same.
9. That the several parts of this Contract have been read by the Supplier and fully understood by the Supplier.

IN WITNESS WHEREOF the Employer and the Supplier have set their respective hands to these presents hereof the day and year first hereinabove written. (If the Supplier is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Supplier has caused its common seal to be affixed hereunto and the said has caused these presents hereof to be executed on its behalf, the day and year, hereinabove written. (If the Supplier is a Company)

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 - IV

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____, between the Reserve Bank of India (hereinafter called "the Bank") of the one part and _____ (hereinafter called "the Supplier") of the other part.

WHEREAS the Bank is desirous of taking up '**Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai**' and has prepared specifications and Bill of Quantities describing the work to be done under the direction of Bank's Officer. AND WHEREAS the said specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Supplier has agreed to execute upon and subject to the conditions set forth in the conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS: -

This agreement will come into effect from _____ and will remain in force up to **March 31, 2022**. The terms and conditions contained in the tender document shall be treated as part and parcel of this agreement and shall be binding on the parties.

1. In consideration hereinafter mentioned the Supplier will upon and subject to the conditions annexed carry out and complete the Work described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Bank will pay the Supplier the said contract Amount, or such sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix 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 and the correspondence contained.

4. The agreement and documents mentioned herein shall form the basis of this contract.
10. This contract is neither a fixed Lump sum Contract nor a Piece Work Contract, but it is a Contract for supply of the bin lines as per our bi-monthly requirement and to be paid according to actual quantities and probable quantities or as provided in the said conditions. The bank reserve the right to order any quantity as per the requirement and will not be bound to order certain quantity irrespective of any data / figure mentioned in the document and will release the payment accordingly. Furthermore the quoted rate shall be valid for the period up to **March 31, 2022** and no increase whatsoever will be allowed under any circumstances.
11. The supply order will be given as and when required and payment will be made based on the supply.
12. All payments by the Employer under this Contract will be made only at Mumbai.
13. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at **Mumbai** and only Courts in **Mumbai** shall have the jurisdiction to determine the same.
14. That the several parts of this Contract have been read by the Supplier and fully understood by the Supplier.

IN WITNESS WHEREOF the Employer and the Supplier have set their respective hands to these presents hereof the day and year first hereinabove written. (If the Supplier is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Supplier has caused its common seal to be affixed hereunto and the said has caused these presents hereof to be executed on its behalf, the day and year, hereinabove written. (If the Supplier is a Company)

Signature Clause:

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

Shri: _____

(Name & Designation)

In the presence of:

1) _____

Address: _____

2) _____

Address: _____

Witnesses

SIGNED AND DELIVERED by

In the presence of:

1) _____

Address: _____

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

2) _____

Address: _____

Witnesses

The COMMON SEAL OF _____

Was hereunto affixed pursuant to the

Resolutions passed by its Board of

Directors at the meeting held on

on the presence of:

1) _____

2) _____

Directors, who have signed these

presentations in token thereof in the

presence of :

1) _____

2) _____

SIGNED AND DELIVERED by the

Supplier by the hand of

Shri _____

and duly constituted attorney.

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

If the Supplier is signing by the hand of Power of Attorney, whether a company or an individual.

Section - V

INTERPRETATION CLAUSE

In construing the conditions, the specifications, Schedule of Quantities and Articles of Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

- a) "Bank" shall mean the Reserve Bank of India and shall include its assigns and successors.
- b) "Bank's Officer": shall mean the Officer of the Employer who is in - charge of the "Works".
- c) "Supplier" in the case of a partnership: "Supplier" shall mean ----- and -----trading as partners in the name and style of ----- and having a place of business at ----- and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual: "Supplier" shall mean Shri/ Smt. Trading in the name and style of ----- and shall include his/ her heirs, successors and legal representative.

In the case of company: "Supplier" shall mean ----- a company incorporated under -----and having its registered office at ----- and shall include its successors and assigns.

- d) "This Contract" shall mean the tender dated....., Articles of Agreement, Instructions & conditions, Special conditions, The Appendix, The Schedule of Quantities, drawings/ sketches and specifications etc attached hereto and duly signed.
- e) "Act of insolvency": shall mean an Act of Insolvency as defined by the Insolvency and Bankruptcy Code 2016 or any Act amending such original Act.

Section - VI

GENERAL INSTRUCTIONS TO TENDERERS AND CONDITIONS OF THE CONTRACT

1. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice whatsoever especially on any change in rate, specifications or conditions after opening of Part II of the tender will be entertained.
2. Each of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
3. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the Bank may reject the tender.
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 the tenders, either in whole or in part.
5. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more Suppliers at its own discretion and the Supplier will have to execute orders for part of the items placed with them at the quoted rates. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Supplier shall execute the same. In this context, the rates quoted for each item must be self-supporting and relevant.

6. **Contract Agreement:** On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to sign the formal Contract and within **ten days** from the date of issue of work order 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/ firm so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful tenderer.
7. **Assignment and sub-letting:** The Supplier shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Supplier rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Supplier.
8. The Supplier shall carry out all the work strictly in accordance with details, specifications and instructions of the Bank's Officer. If in the opinion of the Bank's Officer, any changes have to be made in the specification the Supplier shall carry out the same. The Bank's Officer's decision in such cases shall be final.
9. A schedule of probable Quantities in respect of each supply and Specifications is enclosed. The Schedule of Probable Quantities is liable to alterations as per Bank's requirement. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totalled in order to show the aggregate value of the entire tender.
10. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and must inspect the site of the work, acquaint himself with all local conditions and all matters pertaining thereto. The

rates quoted in the tender shall include all charges for **packing, transport, loading, unloading, delivery at site, hire for any tools and plants etc.** The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **“The rates shall be including of GST taking into consideration. The applicable GST percentage as per the Govt. of India (GOI) extant rules/regulations shall be added by the Supplier at the end of the tender amount to arrive the final contract value.”**

11. The successful tenderer is bound to carry out any or all items of supply necessary for the completion of the job even though such items are not included in the quantities and rates. The Employer will issue schedule of Instructions in respect of such additional items and their quantities in writing.

12. **Stipulated time for completion of work:** Time is the essence of the contract. Within the overall requirement orders will be placed on bi-monthly basis. The supply must be made within a reasonable period of time. The approx. bi-monthly requirement is as under:

S. No.	Quantity	Color	Size in Inches
i	2333 Kg (163000 pcs)	Green	19"x 21"
ii	2333 Kg (163000 pcs)	Blue	19" x 21"
iii	240 Kg (3000 pcs)	Green	30" x 37"
iv	240 Kg (3000 pcs)	Blue	30" x 37"

The Supplier is advised to visit the site and get himself fully acquainted with the general and local site conditions, particularly, those having bearing upon transportation, handling, storage etc. prior to quoting the tender.

13. **Forfeiture of the EMD** if deposited by the supplier & procure stores from other agencies at the risk & consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be

recovered from the supplier along with other incidental charges, including custom duty, excise duty, taxes, insurance, freight etc.,

14. The successful tenderer may please note that, the Bank will deduct the amount, GST, income tax including surcharge etc., if any, from all bills as applicable laws/rules/regulations.
15. **(a) Termination of Contract by the Employer:** If the Supplier being an individual or a firm commits any “act of insolvency”, or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice on him requiring him to do so, to show to the reasonable satisfaction of the Bank’s Officer that he is able to carry out and fulfil the contract and to give security therefore, if so required by the Bank’s Officer.

Or if the Supplier (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Supplier.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Supplier

Or shall assign or sublet this contract without the consent in writing of the Employer first hand and obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the Supplier hereunder.

Or if the Bank’s Officer certifies in writing that the Supplier

- (i) Has abandoned the contract, or
- (ii) Has failed to commence the supply, despite receipt of work order or has without any lawful excuse under these conditions suspended the progress of the supply for fourteen days after receiving from the Employer notice to proceed or

- (iii) Has failed to proceed with the supply with such due diligence and failed to make such due progress as would enable the supply to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer, written notice that the said materials or work were condemned and rejected by the Bank's Officer under these conditions, or
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Supplier for seven days after written notice shall have been given to the Supplier requiring the Supplier to observe or perform the same.

Then and in any of the said cases, the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Supplier, determine the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Supplier, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Supplier. And further, the Bank its authorized representatives may enter upon and take possession of the works and all plant, tools, machinery, steam and other power utensils and materials lying upon the premises or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Supplier or other person or persons to complete the works at the risk and cost of the Supplier, and the Supplier other person or persons employed for completing and using the materials and plants for the works when the work shall be completed or as soon thereafter as convenient, the Bank shall give a notice in writing to the Supplier to remove his surplus materials, and should the Supplier fail to do so within a period of two days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Supplier for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank for the value of the said materials so taken possession of by the Bank and the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Supplier and the amount which shall be so certified shall thereupon be paid by the Bank to

the Supplier or by the Supplier to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties.

b) Termination of the Contract by the Supplier: If the payment of the amount certified by the Bank's Officer and payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Supplier to the Employer, or if the Employer shall repudiate the Supplier, or if the supply be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and if any of the said cases the Supplier shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment of all supply, executed and for any loss he may sustain upon any plant or materials supplied or purchase or prepared for the purpose of the Contract.

In arriving at the amount of such payment the net rates contained in Supplier's original Tender shall be followed.

16. The Employer may, in his absolute discretion, issue written instructions in regard to;

(a) The variation or modification in the design shape, quality or quantity of the items of work or the addition or omission or substitution of any item of work.

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

(c) The removal from the site of any person or material brought thereon by the Supplier not to their satisfaction and the Supplier shall forthwith comply with and carry out any such instructions.

17. Rates of items, if any, not mentioned in the Bills of quantities shall be fixed by the Bank's Officer on the basis of the tendered rates to the extent possible or by rate analysis based on prevailing market rates.

18. The Supplier shall confirm to the provisions of any Acts of Legislature relating to the various works and for manufacture and to the Regulations and Byelaws of an authority. The Supplier shall indemnify the Employer against all claims in

respect of patent rights and shall defend at his own cost all actions arising from such claims.

19. The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship.
20. **Certificates and payment:** The Supplier shall be paid by the Employer on the basis of the certificates to be issued by the Bank's Officer subject to statutory deductions and corrections if any.
21. **Defective Materials:** Any defects or faults in the materials supplied by the Supplier which may appear while usage of material, upon the discretion of the Bank's officer be replaced or set right by the Supplier at his own cost within 15 days of receiving such directions. The Bank reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Supplier.
22. **Completion Certificate:** The supply shall not be considered as completed until the Bank's Security Officer has certified in writing that they have been fully completed.
23. If for any reason, the Employer is obliged, by virtue of the provisions of the Employees Compensation Act 1923, to pay compensation(s) to workmen employed by the Supplier, in execution of the supply, the Employer will recover from the Supplier, the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Supplier under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the Supplier and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

24. **Abandonment of works:** If at any time after the acceptance of the tender the, Employer shall for any reasons whatsoever, not require the whole or any part of the supply to be carried out, shall give notice in writing to the Supplier who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole supply.
25. Without prejudice to any of the rights of remedies under this Contract, if the Supplier dies, the Employer shall have the option of terminating the contract without compensation to the Supplier. In case of individual/proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.
26. Suppliers shall comply with Minimum Wage Act and other applicable labour laws in force. Notices/penalty, if any, issued/ imposed by any statutory bodies in the work due to lapses by the Supplier in complying with the statutory norms/ requirements shall be paid by the Supplier, without any claim against the Bank.
27. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the supply (whether during the progress of the supply or after their completion and whether before or after the determination 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 matters shall be final and without appeal as stated in **preceding Clauses** hereof. But if either the Supplier be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Supplier 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 arbitrated upon. 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 would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will 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 the presiding arbitrator.

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 clauses**, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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.

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

The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable to such proceedings and the arbitration shall be held at Mumbai. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Supplier shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

28. **Non-Disclosure clause:** The Supplier shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Supplier 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 Supplier 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 Supplier shall not publish, permit to be published, or disclose any particulars of the supply in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Supplier 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 Supplier and the Employer shall be entitled to claim damages and pursue legal remedies. The Supplier 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 Supplier's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

29. **Sexual Harassment:** The Supplier shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank or in leased flats, the complaint will be filed before the Internal Complaints Committee constituted by the Supplier and the Supplier shall ensure appropriate action under the said Act in respect to the complaint". Any complaint of sexual harassment from any aggrieved employee of the Supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the Supplier, for instance any monetary relief to Bank's employee/resident, if sexual harassment by the employee of the contractor is proved by the Committee. Upon receipt of such complaint, the Supplier shall remove such

person from the premises of the Bank and replace with suitable person till the enquiry/proceedings have been completed and the person is not found guilty. The Supplier shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

30. **RISK AND COST CLAUSE:** Notwithstanding anything contained in any other clause, Bank reserves the right to terminate the contract due to any failure on the part of the Supplier in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the Bank about the failure on the part of the Supplier shall be final and binding on the Supplier. If there is any stoppage of service in any area of the operation, for any reason, the Supplier is liable for penal action as decided by Bank. In the event of any failure on the part of the Supplier, Bank shall have the right, without any prejudice, to get the work done through any other alternate Supplier at the risk and cost of the Supplier. The additional cost, loss, if any incurred by Bank shall be recovered from the amount payable to the Supplier or from the security deposit and the Supplier shall not have objection to such recovery.

31. **Security Deposit:**

(i) The Successful bidder shall furnish Security Deposit to the Bank within 7 days from the date of acceptance of offer. The security deposit will be 5% of the tender value (rounded off to nearest ten thousand rupees) for due performance of the contract in the form of Bank Guarantee valid for a period up to two months after expiry of the contract. The bank guarantee shall be renewed for a further period of one/ two years in case of renewal of the contract by the Bank. The Security Deposit should be paid before start of the work. This is a pre-requisite for awarding the contract. No interest will be paid to the bidder for the amount of Security Deposit during the period of agreement.

(ii) Failure to pay the security deposit shall be treated as failure to discharge the obligations under the contract and shall result in cancellation of the offer of the contract and forfeiting the EMD. The bidder shall be liable to compensate the Bank for any loss incurred by the Bank.

(iii) The bank guarantee shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the bidder or its employees. In

case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.

(iv) The Bank reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by the Bank due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation / insolvency or change of composition or for the penalty imposed by the Bank under the agreement. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding.

(v) On payment of the security deposit, the contracting firm will be required to enter into an Agreement/ Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank.

(vi) If the successful bidder fails to comply with the terms and conditions of the contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Bank.

I/We hereby declare that I/we have read and understood the above instructions to the Suppliers.

Place:

Signature of the Tenderer

Date:

Phone:

Email:

SECTION 'VII'

SPECIAL CONDITIONS OF THE CONTRACT

S No.	Brief Description of Goods/services	Size in inches	Remarks
1	Bio-Compostable Bin liners	19" x 21" (blue) 19" x 21" (green) 30" x 37" (blue) 30" x 37" (green)	Bio-Compostable Bin liners must be as per the IS 17088:2008 titled as Specifications for Bio-compostable Plastics, as amended from time to time.

2. Technical Specification for Bio-Compostable Bin liners

a. Compostable plastic means plastic that undergoes degradation by biological processes during composting to yield CO₂, water inorganic compounds and biomass at a rate consistent with other compostable materials, excluding environmental petro based plastic, and does not leave visible, distinguishable or toxic residue, and which shall confirm to the Indian Standard: IS 17088:2008 titled as specifications for compostable Plastics, as amended from time to time.

b. As per the **Rule 4(h) (Conditions) of Plastic Waste Management Rules, 2016**, the manufacturers or sellers participating in competitive bid should have a certificate from **the Central Pollution Control Board** regarding manufacturing or selling compostable carry bags/products. Every Bio-compostable plastic carry bag manufacturer/seller shall comply following provisions under PWM Rules, 2016. Carry bags made from compostable material or plastics shall conform to the Indian Standard: IS: 17088 (as amended from time to time) titled as 'Specifications for Compostable Plastics'.

c. Protocols for Bio-compostable plastic material: Determination of the degree of degradability and degree of disintegration of plastic material shall be as per the protocols of the Indian Standards IS/ISO: 17088 (as amended time to time).

d. As per the **Rule 11 (Marking or labelling): 1(c) of Plastic Waste Management Rules 2016:** shall have the following information printed in **English and local languages** namely; name and certificate number in case of carry bags made from compostable plastic. Each carry bag made from compostable plastics shall bear a label "**Bio-compostable**" and shall conform to the Indian Standard: IS/ISO-17088 (as amended from time to time) titled as "Specifications for Compostable Plastics".

e. Manufacturer or seller can quote the quotation. Compostable plastic bags for Municipal Waste size 19" X 21" and Size 30" X 37" having 20 microns thickness and double sealing at the bottom. At the time of supply, Vendor must submit the quality control certificate from the manufacturer on his letter head certifying that bags are compostable and also submit a certificate for thickness of bags. Expiry date should be at least one year from purchase.

f. The firm should provide a Test Certificate by Central Institute of Plastics Engineering and Technology along with each and every lot supplied.

Place:

Signature of the Tenderer

Date:

Phone:

Email:

Section - VIII

Evaluation criteria

Technical Bids of applicants will be evaluated based on the eligibility criteria mentioned in the tender document, after scrutinizing all the relevant documents as sought from bidders and as per Methodology given as follows. Bidders must note that a two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to opening of price bids.

a) Evaluation of Technical Bid

Technical Bids will be opened first and evaluated to determine responsiveness to the Bank's requirements. The technical bid evaluation shall be done based on the following criteria:

1. Number of years in Supply of Bio Compostable Bin Liners.
2. ANNUAL TURNOVER (Average of last three financial years) as on March 31, 2020
3. Number of current similar contracts / works (Supply of Bio Compostable Bin Liners at residential colonies and offices of banks, Govt. Financial Institutions, Corporate houses etc.) in other locations.
4. Certificate Copies of IS 17088:2008 issued by CPCB under PWM Rules, 2018.
5. Service quality by the vendor at current similar supplies (to be decided by the Bank on the basis of site visit to manufacturing plant and client/clients, the decision taken by the Bank in this regard will be final and binding).

During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

I. Number of years in operations in Supply of Bio Compostable Bin Liners - Max 20 Marks

- a) More than 3 years - **20**
- b) More than 2 years and up to 3 years - **15**
- c) More than 1 years and up to 2 years - **10**

II. ANNUAL TURNOVER (Average of last three financial years) as on March 31, 2020- Max 20 Marks

- a) More than Rs. 1 crore - **20**
- b) Above Rs. 75 Lakhs and up to Rs. 1 crore - **15**
- c) Rs. 50 Lakhs or more and up to Rs. 75 Lakhs - **10**

III. Number of current similar contracts/works (Supply of Bio Compostable Bin Liners at residential colonies and offices of banks, Govt. Financial Institutions, Corporate houses etc.) in other locations - Max 20 Marks

- a) More than seven similar works in other locations – **20**
- b) More than four but less than or equal to seven in other locations – **15**
- c) Two or more than two but less than or equal to four in other locations - **10**

IV. Certificate Copies of IS 17088:2008 issued by CPCB under PWM Rules, 2018 - 10 Marks

V. Service quality by the bidder at current similar facilities (to be decided by the Bank on the basis of client site visit reports, the decision taken by the Bank in this regard will be final and binding) - **Max 30 Marks**

As quality of service is the prime concern, selection will also be based on quality cum cost criteria. Before opening of the Price Bid, Officials of the Bank will visit to the manufacturing plant and current similar contracts to check the performance of vendor and quality of Bin Liners.

All the supporting documents for the above criteria are required to be uploaded/ submitted for evaluation.

Proposals scoring minimum of 70% marks (i.e. 70 marks out of total 100 marks as per the table above) shall be considered for further evaluation in the price bid. **Also such tenderers shall be considered for empanelment under similar contract for next three year i.e up to March 31, 2024.**

The Bank shall notify those bidders whose proposals did not meet the minimum qualifying points or were considered non-responsive to the tender conditions. The Bank shall simultaneously notify the bidders who have qualifying, indicating the date and time set for opening of the Price Bids. The notification may be sent by electronic

mail. In order to verify the claim regarding work/similar contract in other locations, the Bank may call for information/report from the concerned bodies.

b) Evaluation of financial bid

After the technical evaluation has been completed, the financial Bids of only technically qualified vendors will then be opened for the purpose of commercial evaluation. The financial Bids shall be opened publicly in the presence of the bidder's authorised representatives who choose to attend (only one representative per bidder). The name of the Bidder and the offered prices shall be read aloud and recorded when the financial Bids are opened.

The Evaluation Committee will determine whether the financial Bids are complete (i.e. whether they have accounted for all items of the corresponding Proposals. If not, the Committee will cost them and add their cost to the initial price) and correct any computational errors. The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

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. The Reserve Bank of India also reserves the right to divide the order between two or more tenderers and the contractor shall carry out even the part orders for various items. No variation of rates shall be allowed on this account under any circumstances.

The contract may be awarded on the basis of tender rating. The lowest financial Bid will be invited for negotiations. The decision of the Bank shall be final and binding.

Section IX

Detailed scope of work

- a) **Description of Work:** Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai. The period of contract will be up to March 31, 2022 from 01/04/ 2021 OR date of award of work (issue of the work order). The rates quoted in the tender shall include all charges for packing, transport, loading, unloading, delivery at site, hire for any tools and plants etc. The approx. bi-monthly requirement is as under:

S. No.	Quantity	Color	Size in Inches
i	2333 Kg (163000 pcs)	Green	19"x 21"
ii	2333 Kg (163000 pcs)	Blue	19" x 21"
iii	240 Kg (3000 pcs)	Green	30" x 37"
iv	240 Kg (3000 pcs)	Blue	30" x 37"

The Supplier is advised to visit the site and get himself fully acquainted with the general and local site conditions, particularly, those having bearing upon transportation, handling, storage etc. prior to quoting the tender.

- b) **Details of Bank's Residential and Office Premises where supply is to be made are as under:**

Sr. No.	Name of the colonies and Address	Details of the buildings and flats
1	DG Flats – Plot no. 85, L. Jagmohandas Marg, Malabar Hill, Napeansea Road, Mumbai-400006	Total flats – 4 (all 4 BHK)
2	Dhanastra – Wodehouse Road, Cuffe Parade, Colaba, Bombay - 400005	Total buildings - 2 Total flats – 39 3 BHK – 7 2 BHK - 32
3	Bank house - RB-9, Officers Quarters, Plot no. 156, Backbay Reclamation, Mumbai-400021	Total buildings - 1 Total flats – 30 3 BHK – 6 & 2 BHK - 24
4	Vasnt Vihar – Plot no. 85, L. Jagmohandas Marg, Malabar Hill, Napeansea Road, Mumbai-400006	Total buildings - 1 Total flats – 26 (all 3 BHK)
5	Varada - V.S. Marg, 'Varada', Cadell road, Prabhadevi, Mumbai - 400028	Total buildings - 4 Total flats – 39 3 BHK – 27 1 room - 12

6	Jalada - Plot no. 1261 of T.P.S. Bombay, P Balu Marg, Prabhadevi , Worli, Mumbai 25	Total flats –153 3 BHK – 80 2 BHK – 72 ACTR Room - 1
7	Sunplazzo- Martulya mill centre, Lower Parel, Mumbai-400013	Total buildings - 1 Total flats –45 3 BHK – 10 2 BHK - 35
8	TMC (Tata Mill Compound)- Parel - Mumbai	Total flats - 60 3 BHK – 10 2 BHK -40 1 BHK - 10
9	Suvarnarekha- Parel - Mumbai	Total flats – 60 (all 3 BHK)
10	Byculla- Dr. A. Nair Road, Near Maratha Mandir, Opp. Mumbai Central, Mumbai - 400 008	Total buildings - 5 2 BHK – 174
11	BKC- Bandra Kurla Complex, Plot no. R-3/R-4, Bandra East, Mumbai- 400051	Total buildings - 2 Total flats – 40 (all 2 BHK)
12	Matunga- Plot no. 261 E, Sion Road, Near King's Circle Station, Mumbai-400019	Total buildings - 1 Total flats – 11 (all 2 BHK)
13	Tardeo- Tardeo Road, Opp A/C Market, Tardeo, Mumbai - 400007	Total buildings - 2 Total flats – 37 (all 2 BHK)
14	Gokuldham- Goregaon (East), Mumbai - 400063	Total buildings - Total flats –218 3 BHK – 111 2 BHK - 107
15	Santacruz- North Avenue Road, Santacruz (West) Mumbai 400054	Total buildings - 6 2 BHK – 95
16	Tapovan- Malad East, Mumbai - 400097	Total flats –92 (all 2 BHK)
17	Byculla- Dr. A. Nair Road, Near Maratha Mandir, Opp. Mumbai Central, Mumbai - 400 008	Total buildings - 7 1 BHK - 423
18	Santacruz- North Avenue Road, Santacruz (West) Mumbai 400054	Total buildings - 16 1 BHK – 208 1 Room - 6
19	Bhandup- M.D.Keni Marg, Bhandup village, Bhandup East, Mumbai - 78	Total buildings - 7 Total flats –118 (all 1 BHK)
20	Dahisar- Kandarpada, Veer Hanuman Nagar, Dahisar West, Mumbai - 400 068	Total flats –105 (all 2 BHK)
23	Malad phase-II Raheja Township, Malad East, Mumbai - 97	Total buildings - 11 Total flats –212 (all 1 BHK)
24	Chembur- Sion Trombay Road, Chembur, Mumbai-71	Total buildings - 11 Total flats –312 1 BHK – 120 1 Room Kitchen - 192
25	Mahim- Lady Hardinge Road, Mahim, Mumbai - 400 019	Total buildings - 8 Total flats – 270

26	Main Office Building Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001	Total buildings - 1
27	Amar Building - Shahid Bhagat Singh Marg, Near Main Building, Fort, Mumbai - 400 001	Total buildings - 1
28	Central Office Building Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001	Total buildings - 1
28	Bandra-Kurla Complex Office Office building, Bandra-Kurla Complex, Plot C-7, C-8, C-9, Near Drive-in-Theatre, Bandra East, Mumbai - 400 051	Total buildings - 1
29	Byculla Office, Reserve Bank of India Dr. A. Nair Road, Opp. Mumbai Central, Mumbai - 400 008	Total buildings - 1
30	World Trade Center – Colaba, Mumbai	Total buildings - 1

Note: All figures/numbers these are indicatives.

Place:

Signature of the Tenderer

Date:

Phone:

Email:

Section X

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

To:

The Regional Director for Maharashtra & Goa
Reserve Bank of India

Place:

Date:

Protocol and Security Establishment
Mumbai Regional Office,
1st Floor, Main Building
S B Singh Road, Fort,
Mumbai – 400001

Dear Sir,

Bank Guarantee for performance security deposit - "Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai."

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Fort, 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.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, fax or registered post to our local address as aforesaid and if

sent by post, it shall be deemed to have been given when the same has been posted.

We hereby further agree that –

a) Any forbearance, act or omission on the part of the RBI in enforcing any 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 up to ----- (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) In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee

f) Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us

g) 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

Witness 2

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).

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director

Dear Sir,

Name of Work:

.....
.....

Ref.: NIT/Advt.No. date:

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs.----- (Rupees

only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of 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. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder

Yours faithfully,

For and on behalf of ----- Bank.

Authorised Official (with seal)

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

Section XI

Format of Bank Report

Confidential

Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai. - Confidential Report on the means and standing of the company/firm/concern to be furnished by the bank:

1. Name of the Firm/Agency/Company
2. Account Type and Number
3. Names of Proprietor/Partners/directors
4. Turnover of the firm for last 3 years (starting April 01, 2016)
5. Credit facility/OD facility availed by the firm
6. Nature of dealings of the firm and opinion thereon
7. The Period from which the firm/agency/company has been banking with your bank
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost Rs.3.50 crore
9. Any other relevant feedback/ information/ remarks.

Signature of Branch Manager/ Authorised signatory with seal

Name of the bank with branch address and contact numbers:

Section XII

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director for Maharashtra and Goa

Reserve Bank of India,

Protocol & Security Establishment

Mumbai Regional Office

Fort, Mumbai - 400001

Dear Sir,

Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai.

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the RBI(RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.

Section XIII

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director for Maharashtra and Goa
Reserve Bank of India
Protocol & Security Establishment
Mumbai Regional Office
Fort, Mumbai - 400001

Dear Sir,

Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. RBI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Section XIV

Bill of Quantities

Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai

S. No.	Total Quantity (For 12-Months)	Size in Inches	Price per unit (₹)	Amount (₹)
1	14000 Kg (green)	19" x 21"	<u>Rates not to quote here</u>	<u>Rates not to quote here</u>
2	14000 Kg (blue)	19" x 21"		
3	1440 Kg (green)	30" x 37"		
4	1440 Kg (blue)	30" x 37"		
5		Total		
6		GST @ 18 %		
7		Grant Total		

(Amount in Rupees----- **Not to quote here** -----)

Place:

Signature of the Tenderer

Date:

Phone:

Email:

Reserve Bank of India
Protocol & Security Establishment
MRO, Mumbai
Part - II

**Tender for Supply of Bio-Compostable Bin liners of size
(19"x21" & 30"x37") to the RBI's various Offices and
Residential colonies in Mumbai.**

Name of Firm:

Address:

Date of Submission: / /2021 up to 5.00 PM (Online submission

Note: It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online MSTC Portal under the Section Financial Bid.

Section XV

PRICE BID

Tender for Supply of Bio-Compostable Bin liners of size (19"x21" & 30"x37") to the RBI's various Offices and Residential colonies in Mumbai

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online MSTC Portal under the Section Financial Bid)

S. No.	Total Quantity (For 14 –Months)	Size in Inches	Price per unit (₹)	Amount (₹)
1	14000 Kg (green)	19" x 21"		
2	14000 Kg (blue)	19" x 21"		
3	1440 Kg (green)	30" x 37"		
4	1440 Kg (blue)	30" x 37"		
5		Total		
6		GST @ 18 %		
7		Grant Total		

(Amount in Rupees-----)

Place:

Signature of the Tenderer

Date:

Address of the tenderer

Phone:

Email: