



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
HYDERABAD**

**Tender For Operation and Routine Maintenance of Central Air Conditioning Plant at RBI Hyderabad, Main Office Building**

Reserve Bank of India, Hyderabad Regional Office invites E-tenders under Two – Bid system (Technical & Price Bid) for Tender for Operation and Routine Maintenance of Central Air Conditioning Plant at RBI Hyderabad, Main Office Building. For more details please visit TENDERS link on our website <https://www.rbi.org.in>.

The last date for submission of e-tender on MSTC portal ([www.mstcecommerce.com](http://www.mstcecommerce.com)) is September 18, 2019 before 15.00 hours. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**Regional Director**

**PART -I**

**RESERVE BANK OF INDIA**

**HYDERABAD**

**Tender For Operation and Routine Maintenance of Central Air  
Conditioning Plant at RBI Hyderabad, Main Office Building**

**RBI/Hyderabad/Estate/24/2019-20/ET/88**

**Reserve Bank of India  
Estate Department  
Hyderabad**

**DISCLAIMER**

Reserve Bank of India, Estate Department, Hyderabad, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or 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 intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

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

## **Important Instructions Regarding E-tender**

This is an e-tendering event of Reserve Bank of India, Hyderabad. The e-tendering Service Provider/Contractor/Vendor/Contractor/Vendor is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

### **Process of E-tender:**

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done. Service Provider/Contractor/Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, HYDERABAD is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE ONLY AT [http://www.mstcecommerce.com/eprochome/rbi/buyer\\_login.jsp](http://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp)**

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → eProcurement → 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.

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

### **Contact person (MSTC Ltd):**

(i) Renu Purushottam, Branch Manager – [rpurushottam@mstcindia.co.in](mailto:rpurushottam@mstcindia.co.in) – Mobile: 08884406412

(ii) Suraiya R Shaik, Dy. Manager – [srshaik@mstcindia.co.in](mailto:srshaik@mstcindia.co.in) Mobile- 7406047869

(iii) B Teja, JCA- [bteja@mstcindia.co.in](mailto:bteja@mstcindia.co.in) Mobile- 06281048513

(iv) Krishna Kanth, Technical Analyst- [krishna366377@mstcindia.co.in](mailto:krishna366377@mstcindia.co.in) Ph- 8333036366

(v) Raksekhar, DEO, [rajmstc@mstcindia.co.in](mailto:rajmstc@mstcindia.co.in) Ph-8464073640

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

### **Contact person (RBI Hyderabad):**

(i) Ms Anita Murthy, Asst Manager, Estate department, 040-23267108,

E-mail: [anitajs@rbi.org.in](mailto:anitajs@rbi.org.in)

(ii) Shri Raveendra Babu, Assistant, Estate department, 040-23267108,

E-mail: [raveendrababu@rbi.org.in](mailto:raveendrababu@rbi.org.in)

### **For technical clarification (RBI Hyderabad):**

(i) Ms Revati Kottakota (Manager, Tech, Estate Department), 040-23267116

E-mail: [revatikottakota@rbi.org.in](mailto:revatikottakota@rbi.org.in)

(ii) Shri. S T Ramakrishna (Assistant Manager, Tech, Estate Department), 040-23267115

E-mail: [ramakrishnast@rbi.org.in](mailto:ramakrishnast@rbi.org.in)

## **B) System Requirement:**

- i) Windows XP-SP3 & above/Windows 7 Operating system
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:
- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

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

For more details, vendor may refer to Service Provider/Contractor/Vendor **Guide** and **FAQ** available at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome)

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

All entries in the tender should be entered in online Technical & Price 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 Service Provider/Contractor/Vendor login. The vendors have to select the particular tender from the event dropdown box. Service Provider/Contractor/Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider/Contractor/Vendor shall generate a challan by filling up a form. Service Provider/Contractor/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, Service Provider/Contractor/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 Service Provider/Contractor/Vendor shall be receiving a system generated mail.

### **Transaction fee is non-refundable.**

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

## **NOTE**

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

Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender.

Hence, the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

### **4). Bidding in E-tender:**

- a) Vendor(s) need to submit necessary 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 vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Price Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → eprocurement →PSU/Govt. depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.
- d) Service Provider/Contractor/Vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then Service Provider/Contractor/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 Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Once both the Technical bid & Price bid has been saved, Service Provider/Contractor/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 Buyer will form a binding contract between Buyer and Service Provider/Contractor/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) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

- 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.
- 5). Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 6). No deviation to the technical and financial terms & conditions are allowed.
- 7). The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 8). Vendors are requested to read Service Provider/Contractor/Vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.
- 9). **Vendors are requested to quote rates inclusive of GST and all applicable taxes**

### **SCHEDULE OF TENDER (SOT)**

<b>A</b>	e-Tender no	RBI/Hyderabad /Estate/ 24/19-20/ET/88
<b>B</b>	Mode of Tender	e-Tender System  (Online Part I – Technical Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
<b>C</b>	Date of NIT available to parties to download	August 30, 2019
<b>D</b>	Pre-Bid meeting	September 05, 2019 11:30 AM
<b>E</b>	Venue of Pre-Bid meeting	Estate Department, 1 <sup>st</sup> floor, RBI, Saifabad, Hyderabad
<b>F</b>	Estimated value of contract	<b>₹ 11 lakh per annum</b>
<b>G</b>	Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	September 11, 2019 10.00 AM
<b>H</b>	Date of closing of online e-tender for submission of Technical Bid and Price Bid.	September 18, 2019 upto 15:00 hrs
<b>I</b>	Date & time of opening of Part-I (i.e. Technical Bid)	September 18, 2019 at 15:30 hrs
<b>J</b>	Part-II Price Bid: Date of opening of Part II.	Part II (Price bid) will be opened electronically of only those bidder(s) whose Part I: Technical Bid is found acceptable by RBI, HYDERABAD. Such bidder(s) will be intimated date of opening of Part II: Price bid, through valid email confirmed by them.



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# **Part I**

# **Tendering Procedure**

## **Section I - Notice Inviting Tender (NIT)**



Reserve Bank of India,  
6-1-56, Secretariat Road, Saifabad,  
Hyderabad-500 004.

Reserve Bank of India, Hyderabad Regional Office (hereinafter called “the Bank”), invites E-tenders under Two – Bid system (Technical & Price Bid) for the provision of Tender For Operation and Routine Maintenance of Central Air Conditioning Plant at RBI Hyderabad, Main Office Building. The agreement shall be for operational maintenance for a period of nine months i.e. from October 1, 2019 to June 30, 2019 and extendable up to two more years subject to mutual consent of both the parties and based on the satisfactory performance of the Service Provider/Contractor/Vendor/s.

The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects **on or before** September 18, 2019 upto 15:00 hrs. Tenderers shall submit tender proposal along with refundable EMD of **₹22,000/-**, complete in all respect as per the prescribed format. The technical bids will be **opened electronically on** September 18, 2019 at 15:30 hrs. 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.

Tender document can be downloaded from website [www.rbi.org.in](http://www.rbi.org.in) and [www.mstcecommerce.com](http://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. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Regional Director  
Reserve Bank of India,  
6-1-56, Secretariat Road, Saifabad,  
Hyderabad-500 004.**

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## Section II: Instruction to Bidders

### A. Scope of Tender

#### 1. Scope of work

The Bank invites E-tenders from the eligible reputed tenderers to participate in the process of Operation and preventive maintenance contract of Central Air Conditioning System (405TR + 250 TR) chilling units. Equipment covered under operation and Preventive maintenance contract during are as under:

60HP Condenser Pump Sets - 2 Nos.

45HP Chilled water pump sets - 2 Nos.

Cooling Towers - 1 Nos. consisting of 2 no. fans

Air Handling Units -16 Nos.

Electric panels and Boards installed for above equipment – All panels connected to AC Plant

The Estimated value of contract per annum is ₹11 lakh. Please refer to Section V of this tender document for detailed terms and conditions of the work.

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

S.No	Description	Capacity	Quantity (in Nos.)	Make of equipment
1	Screw Type Chiller (Water Cooled) Compressor	405 TR	1	Kirloskar
		405TR (135TRX3)		MacQuay
2	Centrifugal Chiller Compressor	250 TR		Kirloskar
		Compressor		MacQuay
3	Chilled Water Pumps For 405 TR Plant	45 HP	2	KSB
4	Condenser Water Pumps For 405 TR Plant	60 HP	2	KSB
5	Cooling Tower	Consists of 2 fans	1	Advance
6	Air Handling Unit	26000 CFM	1	ETA
		24000 CFM	4	ETA
		20000 CFM	2	ETA
		17000 CFM	1	ETA
		16000 CFM	1	ETA
		14000 CFM	2	ETA
		12000 CFM	2	ETA
		8000 CFM	1	ETA
		6000 CFM	2	Vahyan

2. scope of work covered under operation contract

**1. Works to be attended on Everyday Basis are as under:-**

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

**2. Works to be done on Weekly basis as under:**

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

**3. Works to be done on monthly basis:**

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

**4. Works to be done every three Months:**

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

	<p><b>5. <u>Works to be carried out on as and when required basis:</u></b></p> <p>a) To replace the indication lamps, contactors, single phase preventers, switch fuses U bands, gauge and thermometer etc. as required.</p>
<p>3. Scope of work covered under preventive maintenance contract to be carried out during shut down</p>	<p>1. Chemical cleaning of coils of air handing units.  2. Cleaning of nozzles, basins and louvers of cooling towers.  3. Servicing of switchgear of electrical panel.  4. Draining of water from pipeline and refilling the same with fresh water.  5. Greasing of bearings of motor and pumps.  <b>Note: All spare parts/ material required for repair of the systems will be provided by the Bank for carrying out the routine/preventive maintenance.</b>  All consumables like cleaning material, cotton waste, duster cloth etc. and minor material like nut bolts, washers/ screws shall be provided by the contractor and same shall be included in the scope of work.  All labour components to be provided by the contractor and same shall be included in the quoted rates for operation contract under item no. 1.  <b>Note: All spare parts/ material required for repair of the systems will be provided by the Bank for carrying out the routine/preventive maintenance.</b>  All consumables like cleaning material, cotton waste, duster cloth etc. and minor material like nut bolts, washers/ screws shall be provided by the contractor and same shall be included in the scope of work.  All labour components to be provided by the contractor and same shall be included in the quoted rates for operation contract under item no. 1.  6. <u>Staff to be deputed for the operation</u>  (i) On all working days -- from 8:30 AM to 6:00 PM (with staggered duty hours)  (ii) Saturdays -- from 9:30 AM to 5:30 PM  AC plant Engineer/Supervisor (Qualified Diploma holder in Mechanical Engineering with 3 years experience in AC chiller plant operation or higher qualification) – 1 no.  Electrician (ITI qualified in ITI(Electrical) with 3 years experience – 1 No  Operator - 1 No.  Working knowledge of Computers is essential for both persons having qualification in Mechanical engineering/ Electrical  The contractor shall maintain a muster for the attendance of his staff which should be submitted to the Bank’s engineer as and when required. The contractor must ensure that the staff deputed to the works are qualified and experienced. The contractor must maintain a record in respect of performance of their duties for fulfilment of contract requirement. In case of absence of any of above team members, substitute personnel need to be deputed.  7. <u>Penalty for not turning up</u></p>



	<p>If the operator has not turned up to operate the plant within 4 hours after receipt of telephone call, and if the down time due to absence of operations exceeds 8 hours (which shall be considered as one penalty day) a penalty equal to one time of the daily rate of operation contract amount (arrived by dividing the annual contract amount by 360 and rounding it off to next higher Rupee) multiplied by the number of penalty days will be recovered from the due sum of the contractor.</p> <p>8. Tools to be maintained by the firm in AC plant</p> <ol style="list-style-type: none"> <li>1. Tong Tester cum multi meter.</li> <li>2. Test Lamp</li> <li>3. Pliers.</li> <li>4. Screw Driver set.</li> <li>5. Insulation Tape cotton, PVC and cotton tape.</li> <li>6. Emergency Medical Kit.</li> <li>7. Blower</li> <li>8. Digital Handheld Anemometer.</li> <li>9. Ear Plugs for AC plant operating staff.</li> <li>10. Emergency Lights.</li> <li>11. Any other items as may be required and prescribed by the Bank</li> </ol>
4. Safety Code	<p><b>4.1</b> First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.</p> <p><b>4.2.</b> An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.</p> <p><b>4.3.</b> Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.</p> <p><b>4.4.</b> No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.</p> <p><b>4.5.</b> The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.</p> <p><b>4.6.</b> Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.</p> <p><b>4.7.</b> No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.</p> <p><b>4.8.</b> Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.</p> <p><b>4.9.</b> Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.</p> <p><b>4.10.</b> i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.</p>

	<p>ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.</p> <p><b>4.11.</b> Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.</p>
<p>5.Prohibited Practices</p>	<p><b>5.1</b> The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</li> <li>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</li> </ul> <p>(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;</p> <p><b>5.2</b> Furthermore, tenderers shall be aware of the provisions stated in Section V (General and Specific Conditions of Contract).</p>
<p>6.Eligible Tenderers/ Eligibility Criteria</p>	<p><b>6.1</b> Only those contractor who fulfill the following criteria will be considered eligible to participate:</p> <p>(i) Tenderers/ contractors should have minimum 5 years of experience (31.08.2014 to 31.08.2019) in the field of undertaking similar works viz., operation &amp; maintenance of Central AC Plant for the large office buildings/commercial premises and carrying out operation and routine maintenance of central AC Plant with minimum capacity of total 1000 TR screw/centrifugal chillers or</p>

	<p>equivalent in terms of Tonnage in a large commercial building, Bank or a government building.</p> <p>(ii) Experience of having successfully completed similar type of works during the last 5 years (31.08.2014 to 31.08.2019)</p> <p>(a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost</p> <p style="text-align: center;">OR</p> <p>(b) Two similar completed works costing not less than the amount equal to 50 % of estimated cost</p> <p style="text-align: center;">OR</p> <p>(c) One similar completed work costing not less than the amount equal to 80 % of estimated cost</p> <p>(iii) Yearly turnover of minimum ₹11 lakh duly supported by audited financial statements.</p> <p>(iv) Full-fledged office set up in Hyderabad for rendering after sales service.</p> <p>(v) <b>Solvency:</b> Should furnish solvency certificate issued by the Applicant's Banker for an amount equal to ₹11 lakh</p> <p><b>Only those tenderers who qualify as above will be eligible to submit tender for the work.</b></p> <p>A Tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection.</p> <p><b>6.2</b> E-Tender's in prescribed form shall be duly filled and submitted in two parts in the e-tendering portal only. The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment, and the terms and conditions documents in proof of meeting the eligibility criteria (<b><u>soft copy to be uploaded by the tenderer while submitting online bid</u></b>) (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amounts in figures shall be submitted in MSTC web portal <b>not later than 15.00 hrs. on September 18, 2019</b>. No terms and conditions or any other information/ enclosure shall be appearing in Part-II. Any information and enclosure other than prices against the items appearing in part-II shall not be considered for evaluation. Part-I of the tenders will be opened <b>on the same day at 15.30 hrs. <u>Part-II of the tenders will be opened on a subsequent date after intimation to all the tenderers.</u></b></p> <p>The tenders shall be valid for acceptance by the Bank for 90 days from the opening of Price Bids (Part II) and shall be extended by such period as may be mutually agreed to.</p>
7. Earnest money Deposit	<p>All the tenderers shall pay as Earnest Money a sum of <b>₹.22000/- (Rupees Twenty Two Thousand only)</b> either through NEFT to the 'Reserve Bank of India, Hyderabad' by credit to A/c No. 8614038 &amp; IFSC- RBISONEFTHY (5th being zero). The EMD shall not be accepted in any form other than the one mentioned above or an irrevocable Bank Guarantee issued by any scheduled bank. The</p>

	<p>Earnest Money Deposit of the successful tenderer shall be released after one year. EMD of unsuccessful bidders will be returned.</p> <p><b>The EMD will not be accepted in any form mentioned above.</b></p> <p><b>The tender without aforesaid EMD shall be considered as unresponsive and rejected.</b></p>
8. Renewal of the operational contract	<p>The contractor shall carry out the AMC during the period Oct 01, 2019 to June 30, 2020. Thereafter, the contract shall be renewed as per Bank's rules.</p> <p>While renewing the Operation contract, the new contract amount will be arrived based on following formula of indices.</p> <p><b>Ac=Ap (10+90XCPIc/CPIp) *X1/100</b></p> <p>Ac = The contract amount for the current year.</p> <p>Ap= The contract amount for the previous year.</p> <p>Cplc = Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.</p> <p>Cplp = Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.</p>
	<p><b>B. Contents of Tender Document</b></p>
9. Sections of Tender Document	<p>The Tender Document consist of Parts 1 and 2 which includes all the Sections indicated below and should be read in conjunction with any Appendices/Annex issued in accordance with Section II (Instructions To Bidders).</p> <p style="text-align: center;"><u>Part I – Tendering Procedures</u></p> <ul style="list-style-type: none"> <li>• Section I: Notice Inviting Tender(NIT)</li> <li>• Section II: Instruction to Bidders (ITB)</li> <li>• Section III: Tender Data Sheet (TDS)</li> <li>• Section IV: Evaluation / Selection Criteria</li> <li>• Section V: General and Specific Conditions of Contract</li> <li>• Section VI: Standard Formats</li> <li>• Section VII: Check List</li> </ul> <p style="text-align: center;"><u>Part II – Price Bid</u></p>
10. Clarification of Tender Document, Pre-Bid Meeting	<p><b>10.1</b> A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.</p> <p><b>10.2</b> The tenderer's designated representative is invited to attend a pre-Bid meeting on <b>September 05, 2019 at 11.30 hours</b> at 1<sup>st</sup> Floor, Estate Department. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.</p>

	<p><b>10.3</b> The tenderer shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document, not later than 1 day before the date of the Pre-Bid meeting.</p> <p><b>10.4</b> Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a tenderer.</p>
<b>11. Amendment of Tender Document</b>	<p><b>11.1</b> At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (<a href="http://www.rbi.org.in">www.rbi.org.in</a>) / e-portal.</p> <p><b>11.2</b> Any amendments / corrigendum issued shall be a part of this document.</p> <p><b>11.3</b> To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
<b>C. Preparation of Tenders</b>	
<b>12. Cost of Tendering</b>	The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
<b>13. Documents comprising the Tender</b>	<p>The Tender shall comprise the following:</p> <ul style="list-style-type: none"> <li>• Notice Inviting Tender</li> <li>• Technical Bid Details</li> <li>• Price Bid Details</li> <li>• Earnest Money Deposit</li> </ul> <p>Intending tenderer has to deposit a sum of ₹22,000/- (Rupees twenty two thousand only) with the Reserve Bank of India, Estate Department, Hyderabad - 500004 on or before September 18, 2019 upto 15:00 hrs through NEFT to following A/c: A/c Name: NEFT – INWARD RECEIVED A/c Number: 8614038</p> <p><b>IFS Code: RBIS0NEFTHY (5th being zero)</b> in favour of the 'Reserve Bank of India' payable at Hyderabad</p> <ul style="list-style-type: none"> <li>• Performance Bank Guarantee to be furnished after award of contract by the successful tenderers.</li> <li>• Contract Agreement.</li> </ul>
<b>14. Period of validity of Tenders</b>	<p><b>14.1</b> The Tender validity period shall be 90 days from the date of opening of the tenders.</p> <p><b>14.2</b> In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.</p>

#### **D. Submission and Opening of Tenders**

15. Submission, Sealing and Marking of Tenders	<p><b>15.1</b> Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender.</p> <p><b>15.2</b> The tenderers may submit online their Price Bid (competitive rates) in prescribed Excel format along with copies of necessary documents as indicated in the "Technical Bid". E-Tender with all information shall be submitted on or before the prescribed time and date.</p> <p><b>15.3</b> If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.</p>
16. Deadline for Submission of Tenders	<p><b>16.1</b> Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.</p> <p><b>16.2</b> The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
17. Late Tenders	No Tender after the deadline shall be allowed on the portal.
18. Tender Opening	The Bank shall open the Tender electronically on the notified date.

#### **E. Examination of Tenders**

19. Confidentiality	Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers
20. Clarification of Tenders	<p><b>20.1</b> To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p><b>20.2</b> If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p>

#### **F. Tender Evaluation and Comparison**

21. Evaluation of Tenders	The Bank shall use the evaluation criteria indicated in Section IV.
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22. Qualification of the Tenderer	The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section II.
23. Bank's Right to Accept Any tender, and to reject Any or All Tenders	The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected outrightly.
<b>G. Award of Contract</b>	
24. Award Criteria	The Bank shall shortlist the tenderer based on the evaluation criteria detailed in Section IV (Evaluation Criteria).
25. Notification of Award	<p><b>25.1</b> The tenderer who qualifies the Technical Evaluation including Site visit evaluation and is L1 in Price Bid shall be awarded the tender.</p> <p><b>25.2</b> Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall take over entire work within 7 days of notification of award of work.</p>
26. Signing of Contract	The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹100/- within 14 days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period of nine months from October 1, 2019 to June 30, 2020.
27. Performance Security	<p><b>27.1</b> The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) of 10% of the Contract Value in accordance with the Section VI (Standard Formats). The PBG shall be valid for a period upto the expiry of contract period. The EMD of such tenderer will be returned on receipt of Performance Bank Guarantee.</p> <p><b>27.2</b> Failure of the successful tenderer to submit the Performance Bank Guarantee as above or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p> <p><b>27.3</b> The Performance Bank Guarantee shall be released without interest after completion of the AMC contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee shall be discharged only after adjusting all dues, liabilities, etc</p>

### Section III – Tender Data Sheet

<b>A. Introduction</b>	
<b>1.</b>	<b>Scope of Tender</b>
1.1	The tender inviting office is: Reserve Bank of India, Hyderabad Regional Office, Main Office Building, Saifabad, Hyderabad 500004
1.2	The name of the Tender is: Tender For Operation and Routine Maintenance of Central Air Conditioning Plant at RBI Hyderabad, Main Office Building Tender Reference No. RBI/Hyderabad /Estate/ /19-20/ET/
1.3	Eligible Tenderers: The tenderer shall meet the eligibility criteria outlined in para number 6 of Section II.
<b>B. Tender Document</b>	
<b>2.</b>	<b>Clarification of Tender Document, Pre-tender meeting</b>
2.1	For clarification purposes only, the Bank's address is: <b>Reserve Bank of India, Estate Department, 1<sup>st</sup> Floor, Main Office Building, Saifabad, Hyderabad-500004.</b> <b>Contact person (RBI Hyderabad):</b>  (i) Ms Anita Murthy, Asst Manager, Estate department, 040-23267108, E-mail: <a href="mailto:anitajs@rbi.org.in">anitajs@rbi.org.in</a> (ii) Shri Raveendra Babu, Assistant, Estate department, 040-23267108, E-mail: <a href="mailto:raveendrababu@rbi.org.in">raveendrababu@rbi.org.in</a>  <b>For technical clarification (RBI Hyderabad):</b>  (i) Ms Revati Kottakota (Manager, Tech, Estate Department), 040-23267116 E-mail: <a href="mailto:revatikottakota@rbi.org.in">revatikottakota@rbi.org.in</a> (ii) Shri. S T Ramakrishna (Assistant Manager, Tech, Estate Department), 040-23267115 E-mail: <a href="mailto:ramakrishnast@rbi.org.in">ramakrishnast@rbi.org.in</a>
2.2	A Pre-bid meeting will take place at Estate Department, 1 <sup>st</sup> Floor on September 05, 2019 at 11:30 AM.
<b>C. Preparation of Tenders</b>	
<b>3</b>	<b>Documents Comprising the Tender</b>
3.1	The Tender shall comprise the following:
(a)	Notice Inviting Tender, Instructions to Bidders, Evaluation Criteria & General and Specific Terms and Conditions of the Contract.
(b)	Various Formats for Technical and Financial Evaluation as also for Performance Bank Guarantee as per Section VI (Standard Formats)
<b>4.</b>	<b>Period of Validity of Tenders</b>
4.1	The Tender validity period shall be 90 days from the last date of the submission of tender.
<b>5</b>	<b>EMD / Bank Guarantee as Tender Security</b>
5.1	i) Intending tenderer has to deposit a sum of <b>₹22,000/-</b> (Rupees Twenty two thousand only) as Earnest Money Deposit with the Reserve Bank of India, Estate Department, Hyderabad - 500004 through NEFT to the 'Reserve Bank of India, Hyderabad' by credit to A/c No. 8614038 & IFSC- RBIS0NEFTHY (5th being zero) The EMD shall not be accepted in any form other than the one mentioned above. <b><u>The tender without the aforesaid EMD shall be considered as unresponsive and rejected.</u></b>



<b>6</b>	<b>Submission of Tenders</b>
6.1	The tender, complete in all respect, shall be submitted electronically. The tenderers may submit their competitive rates along with necessary documents as indicated in the "Technical Bid".
<b>D. Submission and Opening of Tenders</b>	
<b>7</b>	<b>Deadline for Submission of Tenders</b>
7.1	The E-tenders, complete in all respect shall be submitted as per the following deadline: Date: September 18, 2019 Time: 15:00 hrs
<b>8</b>	<b>Tender Opening</b>
8.1	The Tender opening shall take place electronically on the date and time mentioned in Schedule of Tender (SOT). The tenderers who are declared successful in Technical Evaluation will qualify for Financial Evaluation. Such tenderers who qualify in Technical Evaluation will be considered for opening of Price Bids and the lowest bidder will be awarded the contract provided the bid is in line with the prescribed terms and conditions.

**Section IV: Evaluation/ Selection Criteria**

**Evaluation matrix**

**A. Technical Bid Evaluation**

1	<p>1.1 The tenderers shall furnish information for Technical Evaluation as per Form 1 of Standard Format.</p> <p>1.2 Supporting documents for the various items indicated in the Form 1 should be submitted for Technical evaluation.</p> <p>1.3 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, existing clients as also the findings from site visit to take decision regarding qualification in Technical Evaluation.</p>
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## Section V: Commercial Terms & Conditions of Contract

### A. General Conditions of Contract

1	The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank shall not responsible for the incompleteness of the Tender Document.
2	<b>2.1</b> Conditional tender shall not be entertained. <b>2.2</b> In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
3	<b>3.1</b> The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. <b>3.2</b> Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
4	<b>4.1</b> The price quoted shall only be in Indian rupees and <b>inclusive of all taxes</b> .
	<b><u>B. Situations leading to disqualification / rejection of tenders</u></b>
5	<b>5.1</b> Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will be made applicable there too. <b>5.2</b> All the tenders should be complete in all respects with all attachments / enclosures / annexures. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be outrightly and summarily rejected by the Bank. <b>5.3</b> Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter. <b>5.4</b> Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected. <b>5.5</b> Tenders received after the due date and time shall be summarily rejected. <b>5.6</b> Conditional tenders shall be straightway rejected and no additional clause will be entertained. <b>5.7</b> No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.

	<b>5.8</b> Alternative Proposals / Time for Completion shall not be permitted.
	<b>C. <u>Terms of Payment</u></b>
6	<p><b>6.1</b> The payment for the system will be made by Hyderabad Office. The contractor will have to submit bills on monthly basis for payment after successful completion of work for the month subject to submission of attendance sheet of staff, payment sheet and reports.</p> <p><b>6.2</b> The payment for the system will be made by Hyderabad Office. The contractor will have to submit bills on monthly basis for payment after successful completion of work for the month subject to submission of attendance sheet of staff, payment sheet and reports.</p> <p><b>6.3</b> <b>If the operator has not turned up to operate the plant within 4 hours after receipt of telephone call and if the down time due to absence of operations exceeds 8 hours (which shall be considered as one penalty day) a penalty equal to one time of the daily rate of operation contract amount (arrived by dividing the annual contract amount by 365 and round it off to next high Rupee) multiplied by the number of penalty days will be recovered from the sum due on the contractor.</b></p> <p><b>6.4</b> All tools required for attending to fault rectification or routine maintenance shall be borne by the contractor. No extra payment will be made for the same.</p> <p><b>6.5</b> The rates quoted shall be inclusive of all taxes GST, duties, insurance etc. and shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes ,levies ,duties etc.</p> <p><b>6.6</b> During the course of the contract, only increase beyond 5% in the minimum wages as announced by the Central Government will be borne by the Bank, subject to producing documents for disbursing the increased wages.</p> <p><b>6.7</b> All other charges (other than statutory levies) will remain fixed during the duration of the contract.</p> <p><b>6.8</b> All the payments shall be released through NEFT/RTGS viz electronic mode only for which necessary mandate shall be submitted to the Bank.</p> <p><b>6.9</b> Any objection regarding the payment received by the tenderer may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.</p>
7	<p><b>7.1</b> The contractor is bound to abide by the provision of <b>Payment of Wages Act 1936 and Minimum Wages Act 1948 and rules framed thereunder</b>. The Bank reserves the right to pay the minimum wages to worker by deducting appropriate amount from liability to contractor, in case minimum wages are not paid.</p>

	<p><b>7.2</b> The contractor shall adhere to various provisions of the <b>Contract Labour (Regulation &amp; Abolition) Act 1970 and rules framed thereunder</b>, requirement of payment for ESI &amp; provident fund and fulfil all the statutory requirements. A certificate to that effect is to be submitted to the Bank.</p>
	<p><b><u>D. Necessary Requirements to be fulfilled after award of contract</u></b></p>
8	<p><b>8.1</b> The successful tenderer/s shall execute a Performance Bank Guarantee of <b>10% of the contract value</b> in favour of the Bank as specified in Section VI (Standard Formats), within 15 days of the receipt of the letter of award of work. The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the Service Provider/Contractor/Vendor.</p> <p>In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee of the agency will be liable to be forfeited/invoked besides annulment of the contract.</p> <p><b>8.2</b> The agreement between the successful tenderer/s and the Bank will be signed within 14 days of letter of award of work. The agreement shall be executed in duplicate. The Bank shall retain the original and the Service Provider/Contractor/Vendor, the duplicate. The stamp duty shall be borne and paid by the Service Provider/Contractor/Vendor.</p>
	<p><b><u>E. Adherence to Statutory Requirements</u></b></p>
9	<p>Compliance of regulations viz., Payment of Central Government Minimum Wages Act, Bonus Act, Employers' Liability Act, Contract Labour (Regulation &amp; Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act, rules framed under all these acts and labour license of State and Central government applicable from time to time, shall be whole &amp; sole responsibility of the agency/firm/company.</p> <p>In this regard, the Agency shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.</p>

<b><u>F. Prevention of Sexual Harassment</u></b>	
10	<p><b>10.1</b> The successful tenderer / agency shall be solely responsible for full compliance with the provisions of “The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer / agency and the tenderer / agency shall ensure appropriate action under the said Act in respect to the complaint. The successful tenderer shall confirm constitution of Internal Complaints Committee for the purpose, wherever applicable.</p> <p><b>10.2</b> Any complaint of Sexual Harassment from any aggrieved employee of the successful tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p><b>10.3</b> The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the successful tenderer is proved.</p> <p><b>10.4</b> The successful tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p> <p><b>10.5</b> The successful tenderer shall provide a complete and updated list of its employees deployed in various facilities of the Bank on quarterly basis (within 15 days from each quarter end or from the date of engagement/deployment).</p>
<b><u>G. Rights of the Bank</u></b>	
11	<p><b>11.1</b> The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.</p> <p><b>11.2</b> The Bank reserves the right to accept or reject any / all applications or annul the process of qualification without any liability or assigning any reason thereof.</p> <p><b>11.3</b> The Bank reserves right to split the scope of the work to more than one agency / agencies without assigning any reason whatsoever. No claim will be entertained on account of this.</p> <p><b>11.4</b> 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 being awarded under this Tender.</p>

	<p><b>11.5</b> The Service Provider/Contractor/Vendor or its agents / employees committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and/or termination of the agreement forthwith without any notice or any compensation in lieu thereof.</p> <p><b>11.6</b> Without prejudice to above, the Agreement can be terminated with a notice of one month on either side, during the Agreement period. The arrangements with Service Provider/Contractor/Vendor shall stand terminated in the case of its insolvency.</p>
	<b>H. <u>Dispute Resolution</u></b>
12	<p><b>12.1</b> It is to be duly noted that in case of any / all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).</p> <p><b>12.2</b> All disputes and differences of any kind under the agreement shall be referred to a Sole Arbitrator and the dispute shall be resolved in accordance with the provisions of Arbitration and Conciliation Act, 1996. The arbitration shall be held in Hyderabad only.</p>
	<b>I. <u>Force Majeure</u></b>
13	<p>Notwithstanding anything else contained in this document, Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.</p>
	<b>J. <u>Disclaimer</u></b>
14	<p><b>14.1</b> Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of NIT, it shall be considered that this document is complete in all respects.</p> <p><b>14.2</b> The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.</p> <p><b>14.3</b> While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or</p>

	completeness of this document, even if any loss or damage is caused by any act or omission on their part.
	<b><u>K. Confidentiality Statement</u></b>
15	<p><b>15.1</b> The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.</p> <p><b>15.2</b> The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.</p> <p><b>15.3</b> This Tender Document does not purport to contain all the information each tenderer may require.</p> <p><b>15.4</b> This tender document may not be appropriate for all person, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.</p> <p><b>15.5</b> Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.</p> <p><b>15.6</b> The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.</p> <p><b>15.7</b> This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).</p>
	<b>L. Insurance in respect of damage to person and property</b>
16	<p><b>16.1</b> The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying of this contract. This clause shall be held to include inter alia ,any road ,streets ,foot-paths ,bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather .The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any legislature or otherwise</p>



and also in respect of any award or compensation or damage consequent upon such claim.

**16.2** The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

**16.3** An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment /property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

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

**16.5** The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

**16.6** The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. The contractor shall at his own expense, arrange to effect and

	<p>maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.</p> <p>a. C.A.R policy for insurance against theft, fire and earthquake for an amount equal to the Contract value.</p> <p>b. Workmen compensation policy.</p> <p>c. Third party liability policy with the limits as under:</p> <p>i. Rs.6,00,000/- per annum</p> <p>ii. Rs.2,00,000/- per occurrence</p> <p><b>16.7</b> Bank will not accept any liability for any mishap/accident caused to contractor's technician/staff while working in the Bank's premises. It is the responsibility of contractor's to take proper insurance covers for their staff working at site.</p>
	<p><b>M. Termination of Contract by the Employer</b></p>
<p>17</p>	<p>If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.</p> <p>Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,</p> <p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,</p> <p>Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,</p> <p>Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,</p> <p>Or if the Employer determine that the Contractor</p> <p>(i) has abandoned the Contract, or</p> <p>(ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or</p> <p>(iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or</p> <p>(iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or</p>

(v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

**Section VI: Standard Formats**

Form 1	Details of Technical bid
Form 2	Proforma of Performance Bank Guarantee
Form 3	Proforma for Bank Guarantee in lieu of Earnest Money Deposit
Annexure 1	Details of Banker
Annexure 2	Bankers Certificate
Annexure 3	Client's Certificate
Annexure 4	Articles of Agreement

# TECHNICAL BID

NAME OF THE TENDERER: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTACT NO: \_\_\_\_\_

## Technical Bid by the Tenderer

(To be given on applicant's letter head)

Name of the tenderer:

Address:

S.No.	Particulars	Details to be filled in by the tenderer
1.	Name of the Organisation	
2.	(a) Type of organization – (whether Proprietorship / Partnership /LLP /Pvt. Ltd/ Ltd Company).  (b) Date of establishment  (c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship).  Please enclose relevant documents in support of the same.	
3.	Name of the proprietor / partner / directors of organization with designation.	

4.	<p>Regd. Office/ Business Address of the organization along with Telephone No, Mobile No, and e-mail.</p> <p>(a) Whether having own office in Hyderabad.</p> <p>(b) Address of the local office at Hyderabad.</p> <p>(c) Name of the authorized official and his/her telephone number.</p> <p>Please enclose relevant documents in support of the same.</p>	
5.	<p>Work Experience- Details of work experience as per the requirement in the <b>Eligibility Criteria and Terms and Conditions</b> supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of as mentioned in the <b>para 6 (Eligible tenders/Eligibility Criteria) of the Section II-Instructions to Bidders</b> Similar services for the Reserve Bank of India at any centre or government / semi government / public sector undertakings / banks / MNCs should also be given.</p>	
6.	<p>Whether average annual business turnover for the last preceding three financial years is minimum ₹11 lakh in the same line of business.</p> <p>Supporting documents should be enclosed in proof of turnover.</p>	
7.	<p>Income Tax Returns of last three Financial years - F.Y. 2016-17, F.Y. 2017-18 and F.Y. 2018-19 (Self Attested Copy to be submitted)</p>	
8.	<p>Whether registered with Labour Department under the Contract Labour (R &amp; A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, Indicate the date of registration. (A copy of certificate/registration to be submitted).</p>	
9.	<p>Name and address of the bankers. Please enclose a certificate in sealed envelope from the banker regarding financial standing as per format attached with this tender document. (<a href="#">Annex-I</a> and <a href="#">II</a>)</p>	

10.	Name and address of the existing clients along with full details. The feedback from top three existing clients in Hyderabad is required as per <a href="#">Annex III</a> in sealed envelopes of clients.	
11.	The bank Account (IFSC Code and Account Number) where payments would be received by the organization.	
12.	Whether blacklisted by any authority and/or client. If yes, details thereof:	
13.	Whether penalised/convicted in connection with similar business. If yes, details thereof:	

**COPIES OF DOCUMENTS REQUIRED TO BE UPLOADED FOR TECHNICAL BID**

1. Audited annual financial statements (F.Y 2016-17, F.Y. 2017-18 & F.Y.2018-19).
2. Income Tax Returns of last three Financial Years as above.
3. Details of Banker ([Annex I](#))
4. Bankers certificate on financial standing ([Annex II](#))
5. List of clients (Clients in Hyderabad is preferable).
6. Client Feedback ([Annex III](#)) from Top 3 clients in Hyderabad).
7. Incorporation documents.
8. Copy of the PAN, TIN and GST Registration wherever applicable
9. Any other document/s (Pl. specify)

The Bank reserves the right to call the proof/verify the furnished information.

**DECLARATION:**

1. The above information is true to the best of my/our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.
3. I/We also agree that my/our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of **Part I(Technical Bid)** of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the Bank and tenderer. I/We also agree to keep the earnest money during the entire period of validity of tender.
4. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Signature

Name and seal of the TENDERER

**Proforma of Performance Bank Guarantee**

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

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director  
(Andhra Pradesh and Telangana)  
Reserve Bank of India  
Estate Department  
6-1-56, Secretariat Road  
Saifabad  
Hyderabad – 500 004

Dear Sir,

In consideration of your agreeing to award work to M/s \_\_\_\_\_ (hereinafter referred to as “the Contractor”) in terms of their contract with you for OPERATION AND ROUTINE MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT AT RBI HYDERABAD, MAIN OFFICE BUILDING, as per their Tender No \_\_\_\_\_ dated \_\_\_\_\_ and your General/Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon /set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of **10% of contract value** against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of **10% of contract value** as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.



3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force 60 days after the day of expiry of the contract without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing.

4. 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.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of **10% of contract value** as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. 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.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, 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.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to **10% of contract value**. Unless a written claim is lodged on us for payment under this guarantee before the expiry date, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the bank.

SIGNED AND DELIVERED

(For & on behalf of the above named bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address \_\_\_\_\_

**Proforma of Bank Guarantee in Lieu of Earnest Money Deposit**

(On Non-Judicial Stamp Paper of appropriate value)

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

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

The Regional Director

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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 **₹22,000/- (Rupees twenty two thousand 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 **₹22,000/- (Rupees twenty two thousand 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 ₹22,000/- (Rupees twenty two thousand 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 ₹22,000/- (Rupees twenty two thousand only)

2. We also agree to undertake to and confirm that the sum not exceeding ₹22,000/- (Rupees twenty two thousand 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.

1. 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 ₹22,000/- (Rupees twenty two thousand only).

b) Our liability under these presents shall not exceed the sum of ₹22,000/- (Rupees twenty two thousand 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)

**Details of Bankers**

(To be given on applicant's letterhead)

<b>Particulars</b>	<b>Banker 1</b>	<b>Banker 2</b>
Name of the Branch and its complete postal Address including IFSC and e-mail id.		
Name and Job-title of the Branch Manager/Relationship Manager along with his/her Telephone No(s) and E-mail id		
Type of Account and Account No		
The period from which the Service Provider/Contractor/Vendor/Contractor/Vendor has been banking with the Banker (Specify number of years).		
Any other information which the Service Provider/Contractor/Vendor/Contractor/Vendor may like to furnish about its Bankers.		

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (To be arranged by the Tenderer)**

(To be given by the banker on its letter head and in a sealed envelope addressed to RBI, Hyderabad)

1. Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.)
2. Name/s of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last preceding 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Nature of dealings and opinion thereon
6. The period from which the firm has been banking with the bank.
7. Any other remarks.
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹11 lakh.

(Signature)

Authorised Signatory of the Bank Branch

Note:

2. Bankers' certificates should be on letter head of the Bank (in sealed cover).
3. The certificate to include names of all partners and directors of the party as recorded with the Bank.

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

(To be given on its letterhead by client in sealed envelope)

1. Name & address of the Client
2. Details of Works executed by Shri /M/s
3. Name of work with brief particulars
4. Agreement No. and date
5. Agreement amount
6. Date of commencement of contract
7. Date of expiry of contract
8. Duration of relationship with the Agency
9. Details (Date of levy of penalty, Amount of penalty and reasons) of penalty levied for deficiencies in services rendered
10. Details of disputes with the agency during the contract
11. General Feedback on the quality of service by Agency
12. Rating of services rendered: Outstanding/Very Good/ Good/Satisfactory/ poor
13. Recommendation, if any or any other feedback

(Authorised signatory of the Client)



## करार की शर्तें / Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, हैदराबाद जिसका केंद्रीय कार्यालय मुंबई 400 001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरी ओर से ----- कंपनी (जिसे इसके बाद " ठेकेदार" कहा गया है ) के बीच के-----दिन, वर्ष ----- को किया गया ।

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the RESERVE BANK OF INDIA, HYDERABAD having its Central Office at Mumbai - 400 001. (hereinafter called "the Employer") of the one part and \_\_\_\_\_ a Company having its Registered Office at \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous of awarding the work of \_\_\_\_\_ at Bank's \_\_\_\_\_ as per specifications describing the work to be done to be prepared by Reserve Bank of India.

और क्योंकि ठेकेदार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों (जिन्हें इसके बाद सामूहिक रूप से " तथाकथित शर्तें" कहा जाएगा) के अनुसार काम को उक्त ड्राइंग और/या उक्त विनिर्देशन में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, पर उसमें निर्धारित संबंधित दर पर गणना की गई कुल राशि .....पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथाकथित ठेका राशि" कहा जाएगा) जो कि ----- से -----तक की अवधि के लिए लागू तथा कोटेशन/कार्य आदेश में दिए गए अनुसार कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting to the sum of Rupees \_\_\_\_\_ as applicable for the period from \_\_\_\_\_ to \_\_\_\_\_ at the rate quoted in the quotation / work order / as therein arrived at of such other sum as shall become payable there under.

एतद् द्वारा अब निम्नानुसार सहमति हुई है / NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. ठेकेदार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित ठेका राशि के भुगतान करने के मद्देनज़र, तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown and described in the said specifications.

2. बैंक, ठेकेदार को कथित ठेका राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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

3. उपरोक्त वर्णित शर्तों में भारतीय रिजर्व बैंक, हैदराबाद के संपदा विभाग के सहायक महाप्रबंधक(संपदा/तकनीकी), नियोक्ता की ओर से कार्य करेंगे।

In the said Conditions herein before mentioned, the Assistant General Manager (Estate/Technical) in charge of the Estate Department, Reserve Bank of India, Hyderabad shall act on behalf of the Employer.

4. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएँगी और इस करार का हिस्सा मानी जाएँगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

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

5. इसमें उल्लिखित प्लान, करार एवं दस्तावेज इस ठेके के आधारभूत घटक होंगे।

The Agreement and the Documents mentioned herein shall form the basis of this Contract.

6. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की मात्रा और काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।

The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

7. इस ठेके के अंतर्गत बैंक द्वारा सभी भुगतान केवल हैदराबाद में किए जाएंगे।

All Payments by the Employer under this Contract will be made only at Hyderabad.

8. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद हैदराबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार हैदराबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा। All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Hyderabad and only Courts in Hyderabad shall have jurisdiction to determine the same.

9. इस संविदा के अलग-अलग भागों को ठेकेदार ने पढ़ लिया है और पूरी तरह से समझ लिया है।

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

10. बैंक नियमों के अनुसार भविष्य में नवीनीकरण किया जाएगा।

Future renewals will be as per Bank's rules.

11. कार्य आदेश पत्र संख्या.....दिनांक..... समझौते के हिस्से के रूप में होगा।

The work order letter no. \_\_\_\_\_ dated \_\_\_\_\_ will form part of the agreement.

12. ठेकेदार द्वारा टेंडर /संविदा दर में एएमसी से संबंधित सभी नियम और शर्तों को माना जाएगा।

All terms and conditions pertaining to AMC in the tender/ quotation will also be honored by the Contractor.

13. गैर-प्रकटीकरण खण्ड : ठेकेदार को प्रत्यक्ष या परोक्ष रूप से सिलसिले में अपने ठेके दायित्वों के निर्वहन के दौरान ठेकेदार को यदि कोई जानकारी, सामग्री और बैंक के बुनियादी ढांचे / सिस्टम / उपकरण के संबंध में विवरण प्राप्त होता हो तो उसका किसी अन्य पक्ष के पास खुलासा नहीं करेगा और इस समझौते के अनुसार वह उसे कड़ी गोपनीयता में ही रखेगा। ठेके के अंतर्गत जब तक आवश्यक हो इसका वहन करने के लिए

आवश्यक हो या लागू नियमों का अनुपालन करना हो, ठेकेदार ठेके के विवरण को निजी और गोपनीय ही रखेगा। ठेकेदार नियोक्ता के पिछले लिखित अनुमति के बिना कहीं और किसी भी व्यापार या तकनीकी पेपर में या अन्य में किसी भी ब्यौरे को प्रकाशित नहीं करेगा, प्रकाशित करने के लिए अनुमति नहीं देगा, या खुलासा नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी का खुलासा करने के परिणाम स्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए उसकी क्षतिपूर्ति करेगा। इसके अनुपालन में विफल होने पर के ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपायों को आगे बढ़ाने का हकदार होगा। ठेकेदार इस समझौते के तहत गोपनीय सूचना के गैर प्रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट हैं कि यह सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई की जाएगी। इस समझौते के तहत गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार अपने कर्मचारियों के संबंध में आवश्यक कार्रवाई करेगा।

गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार द्वारा दायित्वों का वहन चाहे वह किसी भी कारण के लिए हो इस समझौते की समाप्ति या समाप्ति से बचा जाना इस पर निर्भर रहेगा।

Non-disclosure clause: "The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/Systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

#### 14. यौन उत्पीड़न / SEXUAL HARASSMENT

"कार्य स्थान पर महिलाओं के यौन उत्पीड़न के लिए (निवारण, रोक और निपटान अधिनियम 2013) प्रावधानों के अनुसार एजेंसी पूरी तरह से अनुपालन हेतु पूर्णतः जिम्मेदार रहेगी। बैंक परिसर में यदि एजेंसी के किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत प्राप्त होती है तो एजेंसी द्वारा स्थापित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी तथा शिकायत के संबंध में एजेंसी उक्त अधिनियम के तहत योग्य कार्रवाई करना सुनिश्चित करेगी।

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

बैंक की किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न के किसी भी शिकायत को बैंक द्वारा गठित क्षेत्रीय शिकायत समिति बैंक द्वारा संज्ञान में लिया जाएगा।

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

यदि घटना के मामले में ठेकेदार के कर्मचारी शामिल है तो ठेकेदार किसी भी मौद्रिक मुआवजे के भुगतान के लिए जिम्मेदार होगा। उदाहरण के लिए यदि ठेकेदार के कर्मचारी द्वारा यौन अत्याचार साबित होता है तो बैंक के कर्मचारी को मौद्रिक राहत मिलेगा। ठेकेदार कार्यस्थल और संबंधित मुद्दों पर यौन उत्पीड़न की रोकथाम के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

शासी भाषा: यह करार अंग्रेजी और हिंदी दोनों भाषाओं में निष्पादित किया गया है। अगर इस करार का हिंदी अनुवाद अंग्रेजी रूपांतरण के साथ विरोधाभासी हो या उसमें अधिक शर्तें दी गई हो अथवा वह अंग्रेजी रूपांतरण से भिन्न हो तो, अंग्रेजी रूपांतरण अभिभावी माना जाएगा।

Governing Language: This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

बैंक और ठेकेदार ने इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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

हस्ताक्षर खंड

भारतीय रिज़र्व बैंक , हैदराबाद की ओर से हस्ताक्षरित एवं सुपुर्द श्री -----

(नाम एवं पदनाम)

इनकी उपस्थिति में हस्ताक्षर किये गए 1) ----- पता ----

-----

- 2) ----- पता -----

----- (साक्षी)

SIGNED AND DELIVERED BY the  
Reserve Bank of India by the hand of  
Shri \_\_\_\_\_  
(Name & Designation)

in the presence of

i) \_\_\_\_\_

Address \_\_\_\_\_

ii) \_\_\_\_\_

Address \_\_\_\_\_

(Witnesses)

ठेकेदार की ओर से हस्ताक्षरित एवं के हस्ते सुपुर्द श्री \_\_\_\_\_ (नाम एवं पदनाम)

इनकी उपस्थिति में हस्ताक्षर किये गए

1) \_\_\_\_\_ पता \_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_ पता \_\_\_\_\_  
\_\_\_\_\_ (साक्षी)

SIGNED AND DELIVERED BY  
the Contractor by the hand of

Shri \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

1. \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

## VII. Check List

Tender for Operation & Routine Maintenance of Central Air conditioning Plant at Bank's Office Building Hyderabad.

S.No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening of Tender.	
2.	EMD	Irrevocable Bank Guarantee or NEFT for an amount of Rs.22000/- to RBI, Hyderabad. No interest shall be payable on EMD.	
3.	Prices	Shall remain firm and fixed for the first year.	
4.	Terms of payment	As per clause no.6 mentioned in the General Conditions of Contract	
5.	Insurance	As per clause no.16 mentioned in the General Conditions of Contract	
6.	Signature of the contractor	All the pages of the tender have been signed by the contractor	

# **PART II – PRICE BID**

**The Document should be not be uploaded along with documents of Technical Bid**

**Details of Price bid**



**Reserve Bank of India  
Estate Department  
Hyderabad**

**Part-II**

**Price Bid**

**Tender for Operation and Routine Maintenance of Central Air-Conditioning Plant at Bank's Office Building Hyderabad**

<b>Sl. No.</b>	<b>Description</b>	<b>Qty</b>	<b>Rate/ month In ₹</b>	<b>Amount in Rupees (inclusive of all applicable taxes)</b>
1.	Rate for operation of Central Air Conditioning System at Bank's Office Building, Hyderabad including the routine maintenance of the entire system as per commercial terms & conditions as mentioned in Section V and scope of work including Safety Code as given in Para 4 of Section II-Instructions to Bidders indicated in this tender. <b>The rate quoted should be inclusive of all applicable taxes.</b>	<b>9 months</b>		
	Total			
	Rupees ( )			

Signature of the Contractor \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal of the firm \_\_\_\_\_