



Reserve Bank of India
Estate Department, Rail Head Complex
Jammu-180012
<https://www.rbi.org.in>

E-Tender: Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at Officers' leased flats and Staff colony, RBI, Jammu

Reserve Bank of India, Jammu invites e-tender for 'Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at Officers' leased flats and Staff colony, RBI, Jammu' The e-tendering shall be done through the e-tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

Estimated cost of the work	₹5,50,000 (Rupees Five Lakh Fifty Thousand Only)
Availability of Online application form from	February 19, 2021
Last date and time for submission of duly filled /completed Application Online	March 08, 2021 up to 03:00 p.m.
Date of opening of the Online applications	March 08, 2021 03:30 p.m. onwards

Date: 19.02.2021

Regional Director
Reserve Bank of India
Jammu



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
www.rbi.org.in

Part I / Techno- commercial bid

Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at Officers' Leased Flats and Staff Colony, RBI, Jammu

RESERVE BANK OF INDIA
ESTATE DEPARTMENT
JAMMU

LAST DATE OF SUBMISSION - March 08, 2021 up to 3:00 PM
DATE OF OPENING OF PART I - March 08, 2021 at 3:30 PM

Name of the tenderer

Address

Mobile No:

Email:

Name the person who signed the tender:

Details of Tender

a. E-tender No.	RBI / Jammu/ Estate /384/ 20-21 / ET /589
b. Name of work	Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at Officers' Leased Flats and Staff Colony, RBI, Jammu.
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocho/me/rbi) - Guidelines for e-tender has been provided as Annexure - I .
d. Estimated cost of the work	₹ 5.5 Lakh per annum (Inclusive of all taxes)
e. Earnest Money Deposit	₹ 11,000/- from each bidder
f. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocho/me/rbi	February 19, 2021.
g. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	March 08, 2021 at 3:00 PM
h. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 15:30 Hrs on March 08, 2021. If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
i. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Important instructions regarding e-tender

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

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

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Jammu is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU /govt depts → RBI Jammu → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e- tender).</p> <p>Contact Details (MSTC):</p> <p>MSTC: MSTC Helpdesk number: 011-23212357, 011- 23215163, 011-23217850 from 1000 hours to 1730 hours. Website Address: "https://mstcindia.co.in/content/contact.aspx" then search "Chandigarh Region" Google hangout ID- (for text chat)- mstceproc@gmail.com</p> <p>Contact person (RBI Jammu):</p>
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	<p>i) Sh. Rohan Sethi, Manager, Estate Dept, e-mail: rohansethi@rbi.org.in Mob: 7006598660 Phone No.: 0191-2472481.</p> <p>ii) Sh. Sameer Saini, AM, Estate Dept e-mail: sameersaini@rbi.org.in Mob: 9571892634 Phone No.: 0191-2472481.</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 8 (x86 Offline) and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p><u>Special Note towards Transaction fee:</u> PAYMENT OF Transaction fee is online on MSTC site.</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.</p>

	<p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD through separate NEFT/Mobile banking in advance to the Reserve Bank of India Jammu.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Jammu and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>

9. **Bidding in e-tender**

- a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAMMU.
 - b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
 - c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments → RBI Jammu Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.
 - d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid.(for details refer vendor guide & FAQ).
 - e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid
- NOTE:** - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.
- f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

	<p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp .
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Reserve Bank of India	
Estate Department	
Jammu	
Part I : Tender:	
<u>Section I : Commercial Conditions</u>	
1	RBI Jammu invites e-tender for “Annual Maintenance Contract of Reverse Osmosis(RO) water purifier at officer’s flats and staff colony RBI Jammu (having estimated cost 5.5 lakh). The validity of the tender will be 90 days from opening of Part-I. E- tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal not later than 15:00 Hrs of March 08, 2021.
2	<p>Eligibility Criteria: All need to be fulfilled:</p> <p>a) The firm should have valid authorization certificate of M/s Kent. Please attached copy of certificate</p> <p>And</p> <p>b) Having service setup in Jammu for rendering after sales service(The proof of service setup at Jammu such as Electricity bill/ Telephone bill/ Rent Agreement is to be enclosed) in Part I of the tender.</p>
3	Earnest Money Deposit(EMD) of Rs 11000/- To RBI Jammu A/c No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero) through NEFT/ Mobile Banking {Intimate/ forward the transaction details estate@rbi.org.in }. Tender without EMD is liable to cancel. EMD amount will be refunded after submission of Performance Bank Guaranty of successful bidder. Other EMD will be refunded after award of the work to the successful bidder.
4	<p><u>Submission of article of agreement:</u></p> <p>On receipt of intimation from the Bank of the acceptance of his tender, the successful bidder shall be bound to sign the formal contract within fourteen days. The cost of necessary stamp paper (Rs.100) for execution of the agreement shall be borne by the bidder. This agreement shall be valid for three years. The format of article of agreement is provided at annexure-I</p>
5	<p><u>Performance Bank Guarantee:</u></p> <p>Successful firm shall submit a Performance Bank Guarantee(PBG) of 10 % of the contract amount valid for the period of one year. The new PBG shall have to submit on renewal of contract on each year. The format of PBG is enclosed in Annexure-II.</p>
6	<u>Validity of tender:</u> The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of tender.
7	The rates quoted shall be firm and shall include charges for all taxes including GST, duties, levies, consumables, labour, transport, insurance for tansit, packing, all parts of RO etc.
8	The Bank reserves the right to accept or reject any or all the quotations.
9	The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act,1936 Minimum Wages Act,1948, Contract Labour

	(Regulation and Abolition)Act,1970 or any other labour law/statute in force in this regard.
10	<p>Termination for Default:</p> <p>a. The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Tenderer and upon the Tenderer's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:</p> <p>(i) If the Tenderer fails to deliver any or all of the items within the time period(s) specified in the Contract; or</p> <p>(ii) If the Tenderer fails to perform any other obligation(s) under the Contract.</p> <p>(b) On termination of the Contract for default, the EMD/ Bank Guarantee of the Tenderer will be forfeited.</p> <p>(c) On termination of the Contract for default, action will be taken to black list the Tenderer.</p> <p>(d) Bank has right to go in court of law if such case is arrived.</p>
11	<p>Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the 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.</p>
12	<p>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. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.</p>

(i) 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.

13. Scope of work: Comprehensive Annual Maintenance Contract(CAMC).

The Bank has installed near about 120 RO water purifier (Kent Prime /Grant 8 litre capacity) in the leased flats and staff colony, Sector -9 Trikuta Nagar, Jammu. The number of RO may increase and decrease during the currency of contract. However, payment will be made on prorata basis as per actual number of RO. This will be also noted that Bank will hand over all working RO to firm at the beginning of contract. This contract is valid for the one year and may be renewed for a further period of two years on yearly basis (as per the clause 7 of the tender) on rendering satisfactory services, until something untoward happens.

The tenderer need to attend complaints within 24 hours after lodging the complaint over telephone. CAMC amount include all parts of RO and labour charges. No extra cost will be paid for any part of RO, membrane, filters, including plastic body and will be replaced / repaired free of cost. Faulty parts can be taken by the firm.

Penalty: If firm is not able to rectify the fault of RO water purifier within 24 hours of lodging the complaint and complainant report the incident in written than penalty of ₹ 200/- shall be imposed and shall be deducted from the bill.

14. Increase in CMAC amount:

Comprehensive Annual Maintenance Contract (CMAC): The tenderers shall quote charges in part II for comprehensive annual maintenance service for one year. The rates for the CMAC will be fixed for one year and amount shall be paid on half yearly basis on rendering satisfactory service. The CMAC may be renewed for a further period of two years, on yearly basis, subject to rendering satisfactory services. The increase in in CAMC amount shall be calculated as per the formula given below:

$$A_C = A_P [(15+25x(EPI_C/EPI_P)+60x(CPI_C/CPI_P)] / 100$$

- A_C The contract amount for the current year.(excluding taxes)
- A_P The contract amount for the previous year(year of installation).(excluding taxes)
- EPI_C Wholesale Price Index for Electronic Items 6 months prior to the commencement date of contract for the current year.
- EPI_P Wholesale Price Index for Electronics Items 6 months prior to the commencement date of contract for the previous year (year of installation).
- CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
- CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year (year of installation).

15.Following terms of payments shall be applicable.

25% of contract amount will be paid in each quarter on certification.

16. All faulty parts of RO shall be taken by the firm and may be disposed of as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.

17. The Bank reserves the right to accept or reject any or all the quotations.

18. All the labour laws enacted by Ministry of Labour and Employment, Government of India which are implemented through the offices of the Regional Labour Commissioner (Central) such as, The Contract Labour (Regulation and Abolition) Act 1970; The Building and Other Construction Workers (Regulation of Employment and Condition of Services) Act 1995; Interstate Migrant Workmen (Regulation of employment of and condition of Service) Act 1979; The payment of Wages Act 1956; The Minimum Wages Act 1948; The Equal Remuneration Act; The Payment of Gratuity Act; The Payment of Bonus Act 1965; The Industrial Disputes Act, 1947; Child Labour(Prohibition and Regulation) Act, 1986; The Maternity Benefit Act 1961 shall be strictly implemented by the contractor insofar as the same are applicable to this contract..

Date

Signature of the firm

Place

(By a person holding the Authority/Power of Attorney)

Address of firm and Mobile number:

Section II : Details of Tenderers (to be filled by blue pen)

A. Particulars of Firm

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	PAN and GST details with supporting documents	
5.	Address of the Firm	
	Telephone	
	Email	
	Fax	

B. The details of our bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Account type	
4	Account No	
5	IFSC code	
6	Telephone and fax number	
7	Name of the contact person	
8	Credit facility / overdraft facility enjoyed by firm from the Bank	
9	The period from which the	

	firm has been banking with Bank	
C	We have a service setup for after sale service at _____ Please submit electricity bill/telephone bill for the address	
Sr. No.	Particulars	To be filled by Bidder
(i)	Name of the service setup establishment	
	Address:	
(ii)	Name of the contact person	
(iii)	Telephone	
	Mobile	
	Fax number	
(iv)	Number / strength of technicians deputed at service setup	
(v)	Availability of the Spares at Service Centre:	

Date

Place

Signature of the firm

(By a person holding the Authority/Power of Attorney)

Annexure I**FORMAT FOR ARTICLES OF AGREEMENT (for successful tenderer)**

(On the Rs.100/- stamp paper)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Jammu having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Tenderer") on the other part.

WHEREAS the Employer is desirous of _____ and as per tender. .

AND WHEREAS the Tenderer has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions of the contract and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said requirement of the Bank and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS**(scope of the work) –**

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

The several parts of this Contract have been read by the Tenderer and fully understood by the Tenderer.

If the Tenderer is a partnership or an individual IN WITNESS WHEREOF the Employer and the Tenderer have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

If the Tenderer is a company IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause :

SIGNED AND DELIVERED by the hand of Shri

_____ in the presence of

(1) _____ (Name & Address)

(2) _____-(Name & Address)

Witness

SIGNED AND DELIVERED by the Shri

_____ in the presence of

(1) _____ (Name & Address)

(2) _____-(Name & Address)

Witness

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

(1) _____

(2) _____

If the party is a partnership firm or individual

If the Tenderer signs under common seal the signature presence of - clause should tally with the sealing clause in the articles of association

Directors who have signed these presents in token thereof in the presence of-

(1) _____

(2) _____

SIGNED AND DELIVERED BY the Tenderer by the hand of Shri _____ and duly constituted attorney.

If the Contract is signed by the hand of power of attorney, Whether a company or an individual

Annexure II (for successful tenderer)
Proforma of Performance Bank Guarantee (for three years)

(To be submitted on Non-judicial stamp paper of Rs. 100/- or appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

Shri _____
Regional Director
Reserve Bank of India
Estate Department

Dear Sir

In consideration of your agreeing to accept the Performance Security deposit of INR ____ (INR ____ only) furnished to you by Messrs. _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Tenders for Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at officers' leased flats and Staff colony RBI Jammu as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the 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 INR ____ INR(words _____ only) 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 INR _____ (INR_____ only) 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 after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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 INR _____ (INR _____ only) 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 six months from the date of 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 is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

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 INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, 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 thereunder, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favor 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 _____



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
www.rbi.org.in

Part II / Financial bid

Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at Officers' Leased Flats and Staff Colony, RBI, Jammu

RESERVE BANK OF INDIA
ESTATE DEPARTMENT
JAMMU

LAST DATE OF SUBMISSION: - March 08, 2021 up to 3:00 PM

DATE OF OPENING OF PART I – March 08, 2021 at 3:30 PM

Name of the tenderer _____

Address _____

Mobile No:

Email:

Name the person who signed the tender:

**Reserve Bank of India
Estate Department
RBI, Jammu**

Part II : Financial Bid /Bill of quantities

“Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at Officers’ Leased Flats and Staff Colony, RBI, Jammu”

S.No.	Item	Qty	Rate	Amount
A	Comprehensive Annual Maintenance contract as per the Part I (scope of the work)	120	X	Y
B	GST @ _____			Z1
C	Net Cost (A+ B)			Y+Z1

Net Cost in words:

Date:

Signature of firm