



e-Tender Notice

e-Tender for Comprehensive Annual Maintenance Contract (CAMC) of 330 Water Purifiers (number of Water Purifiers is variable and may change) installed at Main Office Building and all Residential Colonies of RBI, Jaipur

Reserve Bank of India, Jaipur invites **e-Tender for Comprehensive Annual Maintenance Contract (CAMC) of 330 Water Purifiers (number of Water Purifiers is variable and may change) installed at Main Office Building and all Residential Colonies of RBI, Jaipur in two parts (Part-I and Part-II) from eligible bidders.** The tendering would be done through the e-Tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All the eligible firms/contractors must register themselves with MSTC Ltd. to participate in the tendering process. The schedule of the e-Tender is as follows:

a. e-Tender Name	Comprehensive Annual Maintenance Contract (CAMC) of 330 Water Purifiers (number of Water Purifiers is variable and may change) installed at Main Office Building and all Residential Colonies, RBI, Jaipur
b. e-Tender no	RBI/Jaipur/Estate/370/22-23/ET/552
c. Estimated cost of the work	₹7,64,000/-
d. Mode of Tender	e-Procurement System (Online Part-I (Techno-Commercial Bid) and Part-II (Price Bid) through www.mstcecommerce.com/eprochome/rbi)
e. Date of NIT available to parties to download	January 12, 2023 - 1600 Hours onwards
f. Eligible Vendors	Vendors/ firms, who satisfy the following eligibility criteria (For details, please refer to Para 1.1.10 of the e-Tender document), may participate in the e-Tender: <ul style="list-style-type: none">- Vendors/ firms empanelled with Reserve Bank of India, Jaipur Office in Category III and IV (works costing more than ₹5 lakhs) under Sub-category 2.5 (Electrical Gadgets), as well as those vendors/ firms who are currently providing services related to AMC of Water Purifiers to RBI, Jaipur, AND- Vendor/ firm should be an authorised dealer/ distributor of anyone of the mentioned reputed brands/ OEMs of Water Purifiers like Kent/ Eureka Forbes/ Alfa etc., AND- Vendor/ firm should have its service setup at Jaipur for rendering services.
g. Earnest Money Deposit (EMD)	EMD Amount of ₹15,280/- (Fifteen Thousand, Two Hundred and Eighty Rupees Only) needs to be submitted through NEFT (as per the below mentioned details) along with the Part-I/ Technical-Commercial Bid: A/c number- 8692299 IFSC- RBIS0JPPA01 (Fifth and tenth digit in IFSC is ZERO) Only successful bidder needs to submit EMD. However, MSE firms are exempted from submission of EMD, provided that the necessary MSE registration certificate is uploaded along with the e-Tender. (For details, please refer to Para 1.1.2 of the e-Tender document)
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	January 12, 2023 - 1600 Hours onwards
i. Date & time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	February 02, 2023 - up to 1400 Hours
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & Time of opening of Part- II (i.e. Price Bid)	February 02, 2023 at 1500 Hours Date and time of opening of price bid will be informed separately to all the eligible bidders later through e-mail.
k. Transaction Fee	To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Ltd. or as advised by M/s MSTC Ltd.



e-Tender Notice

- Please note that there is no tender fees to download the tender document from Portal.
- Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.
- The Bank is not bound to accept the lowest tender bid and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason therefore.
- Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website (<https://www.rbi.org.in>) and MSTC Website as given above, and will not be published in the newspaper.



**Reserve Bank of India
Estate Department
Jaipur**

E-Tender No.- RBI/Jaipur/Estate/370/22-23/ET/552

**E-Tender for Comprehensive Annual Maintenance Contract
for maintenance of Water Purifiers installed at Main Office
Building and all residential colonies, RBI Jaipur**

Part I

Techno-Commercial Bid

Name of Bidder:.....

Address:.....

Telephone no:.....

Email Address:.....

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

Reserve Bank of India (RBI)	
Estate Department	
Jaipur	
E-Tender: Part I / Techno- commercial bid	
Section I : Commercial Conditions	
1.1	Name of work: RBI JAIPUR invites tender of “E-Tender for Comprehensive Annual Maintenance Contract for maintenance of Water Purifiers installed at Main Office Building and all residential colonies, RBI Jaipur” in two Parts from eligible bidders. It is E-tender and service provider is MSTC. Refer Annexure I before proceeding further.
1.1.1	Estimated cost of work: ₹7.64 Lakhs (inclusive of all)
1.1.2	Earnest Money Deposit: Only successful bidder need to submit EMD of ₹15,280/-. However, MSE firms are exempted for submission of EMD (up to 10 lakh). Necessary MSE registration certificate is needed to be uploaded along with tender. EMD amount must be reflected in our account on and before last date and time of submission of tender. No interest shall be paid on the said deposit.
1.1.4	Transaction fee of tender will be directly submitted at MSTC website
1.1.5	Date of start of tender: January 12, 2023
1.1.6	Last date and time of submission of tender: February 02, 2023 up to 1400 hours
1.1.7	Date and time of opening of Part I of tender: February 02, 2023 up to 1500 hours
1.1.8	Date and time of opening of Part II of the tender: Part II will be opened on same day if there will be no deviation submitted by the bidder. Otherwise, the Part II will be opened on the other date which will be communicated to bidders through email.
1.1.9	Contact person of clarification: Harshad Kelkar, AM (Tech- Electrical) Mobile: 8828202902s; email ID: harshadkelkar@rbi.org.in
1.1.10	Eligibility Criteria: <ol style="list-style-type: none"> I. All empaneled electrical contractor of RBI (The Bank) JAIPUR office under sub-category 2.5 (supply of electrical gadgets); Category-III and IV) as well as existing AMC vendors <p style="text-align: center;">AND</p> <ol style="list-style-type: none"> II. Should be an authorized dealer/ distributor of anyone of the mentioned reputed brands/OEMs of water purifiers like Kent/ Eureka Forbes / Alfa etc. (<i>Authorization letter from OEM needs to be attached</i>) <p style="text-align: center;">AND</p> <ol style="list-style-type: none"> III. Have its service setup at Jaipur for rendering services (<i>the proof of service setup at Jaipur such as electricity bill, telephone bill/ Rent agreement etc. needs to be enclosed in Part I of the tender</i>)
1.2	Tendering Process: The tender documents can be downloaded from MSTC website. All corrigendum, addendum and further communication shall be forwarded through email and MSTC website only. The tenders for the above work in two parts i.e. Part I contains technical specifications & terms and conditions. Part II contains only rates of items. Tender shall be submitted on MSTC website (refer Annexure I). Scan and Signed copy of Part I will be uploaded on MSTC website and rates of Part II will be directly submitted at MSTC website.
1.3	Part II (Financial bid): Part I will be opened on the date and time mention above. No deviation will be accepted in Part I of tender. If firm puts deviation in the tender, their tender may be out rightly rejected, or the Bank may consider deviation. Part II will be

	<p>opened for those bidders who qualified in Part I of the tender. Lowest quoted amount in the Part II will be declared L1 bidder/successful bidder and tender will be awarded. The Bank discourages the stipulation of any addition conditions by the tenderer. However, after opening of Part I any clarification/conditions etc. if any, will be examined and after discussions with all the tenderers, the conditions that are accepted to the Bank will be intimated to the tenderers. All the tenderers can quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the tenderers have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the tenderer's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to Estate Department, subsequently and advised to the tenderers. This letter together with already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised.</p>
1.4	<p>Rates The rates quoted in Part II of tender shall be firm and shall include charges of GST, levies, consumables, labour, transport, insurance, removing of debris from the site etc. Bidders are advised to inspect the site before quoting. This is item rate tender and all items are to be executed as directed by Technical officer deputed in the Bank.</p>
1.5	<p>Transaction fee is required to submit by all the intended bidders to MSTC website. The EMD need to submit as shown above in A/c No.8692299, Account name RBI Jaipur, IFSC Code:RBIS0JPPA01 (0=Zero) through NEFT/ Mobile Banking/ RTGS {Intimate/ forward the transaction details to estatedeptjaipur@rbi.org.in}. If bidder is fails to submit the EMD, tender may cancel, and firm may be blacklisted from empanelment. EMD should be interest free and shall be returned to unsuccessful bidders after awarding the work and EMD of L1 bidder/ successful bidder will be returned after completion of the work in all respect. <u>EMD shall be forfeited if the Bidder:</u></p> <ul style="list-style-type: none"> (i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or (ii) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract. (iii) has been blacklisted by any Government agency and the blacklisting is still in force. (iv) If bidder fails to complete the work.
1.6	<p><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.</p>
1.7	<p><u>Signing of Contract Agreement</u> The successful bidder shall be bound to implement the Contract within 14 days from the date of work order. The cost of necessary stamp paper (Rs 500) for execution of the agreement shall be borne by the Bidder. The format of agreement is attached at annexure-II.</p>
1.8	<p><u>Time Period</u> : NA</p>
1.9	<p><u>Extension of time: (before expiry of original date of completion)</u> NA</p>
1.10	<p><u>Safety and statutory measures:</u> The bidder shall take all safety measure during the</p>

	<p>execution of the work. The Bank will not accept any liability for any mishap / accident caused while working. The bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act, 1936 Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus Act 1965 amended till date or any other labour law/statute in force in this regard.</p>
1.11	<p>Cleanliness: All debris shall be disposed of by the bidder as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.</p>
1.12	<p>Security Deposit: NA</p>
1.13	<p>Performance Bank Guarantee: NA.</p>
1.14	<p>Non-Disclosure clause: The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
1.15	<p>Sexual Harassment: The Bidder / Agency shall comply 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 Bidder / Agency and the Bidder/Agency shall ensure appropriate action under the said Act in respect to the complaint. The bidder shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. (i) Any complaint of sexual harassment from any aggrieved employee of the bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p>
1.16	<p>Termination of Contract by the Employer 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</p>

he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

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,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (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
- (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
- (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
- (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 day's 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.
1.17	<p><u>Termination of Contract by Contractor</u></p> <p>If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 1.22 hereof.</p>
1.18	<p><u>Insurance:</u> The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment /materials leave the manufacturer's works till handing over work to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.</p> <ul style="list-style-type: none"> a) work man compensation for working men b) Third party liability (@10% of contract cost of work per accident maximum for 3 period) c) Contractor's all risk policies for contract value <p>Note : These policies shall be valid during the entire contract period and shall be submitted prior to obtaining any permission to work at site. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and/or recover the cost thereof from the bill of the contractor.</p>
1.19	<p><u>Payment Condition:</u></p> <ul style="list-style-type: none"> (a) 25% of the contract amount will be paid at the end of each quarter on certification of the bill from technical officer. However, amount will be paid as per the actual number of water purifier units for which CAMC was undertaken by tenderer only after submission of service reports duly signed by resident /caretaker. (b) All bill is liable to deduct TDS@1% or 2% of contract amount (1% in case of individual firm and 2% for company) and 1% of contract value each of TDS on CGST and SGST or 2% of contract value for TDS on IGST. (c) Bill will be paid within 15 days from the date of submission to the Bank duly completed in all respects. (d) The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.

1.20	At any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
1.21	Extra Item: The quantity of the water purifiers mentioned in the tender are indicative and may vary (increase/decrease) as per actual site conditions. However, the contractor shall be paid as per the number of units serviced and associated duly signed service reports attached with the invoice.
1.22	<p><u>Prices for extra etc. ascertainment of</u></p> <p>The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.</p> <p>No claim for any extra shall be allowed unless it shall have been executed with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.</p> <p>(a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein. Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.</p> <p>(b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.</p> <p>(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper based on the rate analysis (with supporting documents) submitted by the contractor taking establishment costs, overheads and profit @ 15%.</p> <p>(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work that in which the work has been executed. prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following.</p>
1.23	<p><u>Removal of improper works:</u></p> <p>The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as</p>

	<p>may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions contract, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.</p>
1.24	<p>Special Condition: Increase in CMAC amount:</p> <ol style="list-style-type: none"> 1. Comprehensive Annual Maintenance Contract (CAMC): The tenderers shall quote charges in part II for comprehensive annual maintenance service for one year. The rates for the CAMC will be fixed for one year and amount shall be paid on quarterly basis on rendering satisfactory service. The CAMC 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: AC = AP [(0.3 X (EPIC/ EPIP) +0.7 x (CPIC / CPIP)] AC= The contract amount for the current year (excluding taxes) AP = The contract amount for the previous year (excluding taxes) EPIC =Wholesale Price Index for water purifiers 6 months prior to the commencement date of contract for the current year. EPIP= Wholesale Price Index for water purifiers 6 months prior to the commencement date of contract for the previous year (year of installation). CPIC= Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year. CPIP= 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). 2. No extra Labor charge shall be paid by the Bank for any course of the work included in scope of tender and, as instructed by the Bank's Engineer. 3. Quoted price shall be inclusive of all statutory components, minimum wages, bonus, ESIC as applicable, any other charges etc. 4. The CAMC quarterly report, service reports shall be submitted to the Bank along with the Bill within the 15 days from the completion of the quarter. 5. The payment of the bill be processed on pro rata basis on production of the service reports including the report indicating change of filter duly signed by the user. 6. The firm is advised to deploy either one or two technicians on regular basis in the colony for surviving of units and attending complaints instead of frequently replacing them in view of security as well as keeping them familiarize with the nature of work in the colony. Moreover, physically fit, well trained, literate, well mannered, disciplined, and honest personnel shall be deployed. Every employee so engaged by the agency shall wear company I-Card, having firm's name and logo, shoes/sandals and bearing his/her name, while on duty. These are to be provided by the agency at its own cost.

	7. Intended tenderer can inspect the site and get themselves acquainted with condition before quoting the rates.
Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

Section-II**Details to be filled by Tenderer****A. Checklist for fulfilling eligibility criteria**

Sr.No	Descriptions	Submitted Yes/NO
1	Authorization letter from OEM attached	
3	Proof of service set up at Jaipur attached	

B. Service set up details in Jaipur:

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

Signature of Tenderer with stamp/Date

Section-III (Scope of the work)

	<p>Name of work: The comprehensive Annual Maintenance Contract for maintenance of Water Purifiers (RO/UV/RO+UV with or without storage) installed at Main Office Building and residential colonies (2 nos), Gandhinagar RBI Jaipur</p>
	<p>Scope of work: This is a labor as well as material-oriented contract. The details and quantity of water purifiers are mentioned in section-IV. The number of UV water purifier may increase and decrease during the currency of contract. However, payment will be made on prorata basis as per actual number of water purifier. The tenderer needs to attend complaints within 24 hours after lodging the complaint over telephone. CAMC amount include all parts of UV/RO+UV water purifier and labor charges.</p> <p>SERVICE COVERED BY THE CONTRACT CHARGES ARE AS FOLLOWS:</p> <ol style="list-style-type: none"> 1. Four periodical service visits per year during the period of contract mentioned overleaf, when the purifier / Attachment will be thoroughly checked, cleaned, serviced, and adjusted. 2. Any additional visits during the contract period, as and when required, will be made in the event of any breakdown / malfunctioning of the equipment, on intimation in this regard by the customer without any additional cost 3. Attending to any number of breakdown calls within a reasonable time with a maximum lag of up to 24hrs . 4. Replacement of filter candle sediment filter, pre carbon, post carbon filter and membrane as applicable every year during service contract period without any additional cost. 5. Replacement of worn-out / exhausted parts, including Ultraviolet Lamp with new / rectified spares during the periodical servicing or breakdown visits during the service contract period. 6. Replacement of Pre carbon filter in RO+UV will be made twice per year for water softener and iron remover and as recommended by OEM. 7. Maintain a register/ checklist of defects reported and all calls for breakdown is to be noted in the register of the person reporting the defect. 8. A separate service report booklet (triplicate copy) needs to be maintained for attending breakdown complaints apart from the routine preventive maintenance One copy of such report duly signed by caretaker /resident shall be submitted to the Bank along with the invoice at the end of each quarter. 9. The routine preventive maintenance checklist needs to be maintained separately in suitable format and needs to be submitted along with invoice. 10. To disconnect and dismantling the units and keep in safe custody during the work of renovation of flat as well as reconnecting and reinstalling it after the completion of renovation work. 11. No extra cost will be paid for any part of water purifier, PCB (Printed Circuit Board), membrane, filters, including plastic body, storage tank, washers nozzles, taps, pipes etc. and will be replaced / repaired free of cost. 12. All faulty parts of UV/RO+UV water purifiers shall be taken by the firm after verifying them from caretaker and with the permission of Bank's authority 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/

	<p>fire hazards.</p> <p>The said contract shall not cover visits/replacement of parts under the following circumstances:</p> <p>(a) Damage caused to the equipment due to floods, fire, accidental damages, riot, breakage, pest, misuse, improper or negligent use, tampering and leakage from pipe etc.</p> <p>(b) Damage caused to the equipment due to failure to observe the operating instructions and precautions as mentioned in User's Manual or work carried out by non-authorized persons.</p> <p>(c) Defects due to use of non-recommended spares.</p> <p>Penalty: If firm is not able to rectify the fault of water purifier within 24 hours of lodging the complaint and complainant report the incident in written than penalty of 100/- per complaint shall be imposed and shall be deducted from the bill.</p>
Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

Section-IV (Un-priced financial- bid/ Part-II)

Comprehensive Annual Maintenance Contract (CAMC) for maintenance of Water Purifiers installed at Main Office Building and all residential colonies, RBI Jaipur

Sr. No.	Description	Qty	Unit	Rate per year (in Rs)	Amount
	Charges for all-inclusive comprehensive annual maintenance contract for the following type Water Purifiers (Make of existing units- Kent, Aquaguard eureka forbes, Alfa, Usha)				To be filled in Part-II
1	Water Purifier UV without storage	170	Nos		
2	Water Purifier UV+RO	121	Nos		
3	Water Purifier UV with storage	39	Nos		

All rates shall be quoted in Indian Rupees only.

Rates shall be inclusive of all charges, taxes, GST as applicable.

Signature and seal of the contractor with date

Annexure I**Important instructions regarding e-tender**

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

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

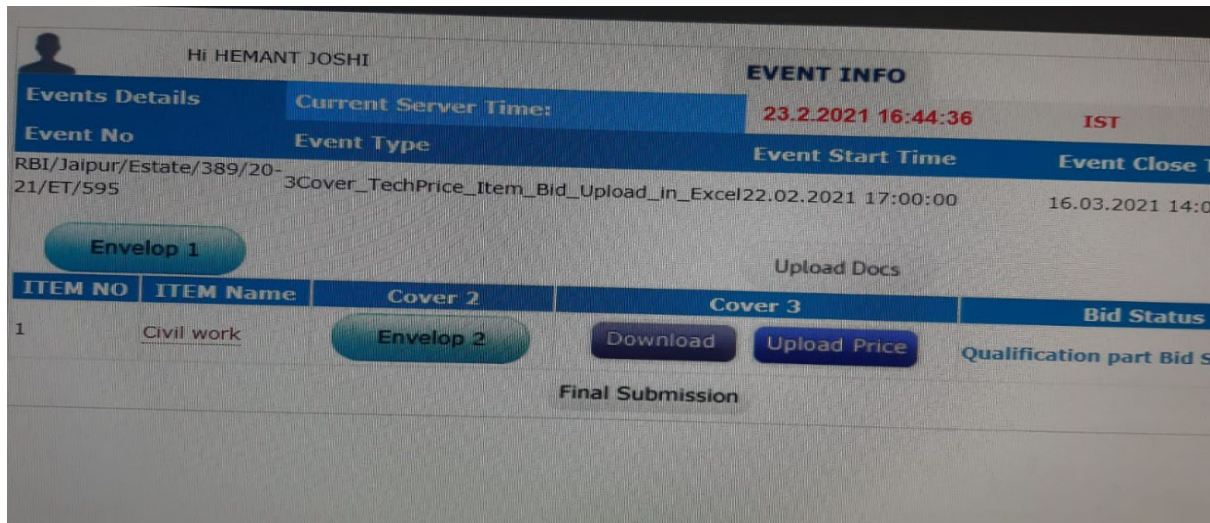
1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price 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, JAIPUR 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 www.mstcecommerce.com/eprochome/rbind</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU /govt depts → RBI JAIPUR → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, JAIPUR, (before the scheduled time of the e-Tender).</p> <p>Contact person (MSTC):</p> <p>1) Helpline MSTC 011-32068276, 033-23400020/21/22, 033-35013220/21/22</p> <p>2) Shri Sumit Chakraborty (Deputy Manager, NRO)- smohanta@mstcindia.co.in</p>
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	<p>3) Shri Vikas Agrawal (Assistant Manager)- vagrawal@mstcindia.co.in</p> <p>Contact person (RBI, Jaipur)</p> <p>Shri Harshad Kelkar, Assistant Manager (Electrical), Estate Department</p> <p>MOB: 8828202902</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 7 update 9 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/eprhome.</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, JAIPUR. 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 e-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 e-Tender in which they want to participate by clicking on the tick box at the right and then Clicking on the</p>

	<p>“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 e-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>Contact Details :</p> <table data-bbox="293 667 1461 891"> <tr> <td>Shri Umesh</td> <td>Shri Vikas Agrawal</td> </tr> <tr> <td>Deputy Manager (NRO)</td> <td>Assistant Manager</td> </tr> <tr> <td>Email: umesh@mstcindia.co.in</td> <td>Email-vagrawal@mstcindia.co.in</td> </tr> <tr> <td>Landline-01132068276</td> <td></td> </tr> </table> <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>	Shri Umesh	Shri Vikas Agrawal	Deputy Manager (NRO)	Assistant Manager	Email: umesh@mstcindia.co.in	Email- vagrawal@mstcindia.co.in	Landline-01132068276	
Shri Umesh	Shri Vikas Agrawal								
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Email: umesh@mstcindia.co.in	Email- vagrawal@mstcindia.co.in								
Landline-01132068276									
5.	<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 e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI JAIPUR 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 e-Tender by RBI, JAIPUR 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 e-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 e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading</p>								

	<p>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/eprchome/rbind of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAIPUR.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments →RBI JAIPUR Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p style="padding-left: 40px;">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.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely</p>

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

Summery for procedure:**Screenshot of the screen:**

There are three covers:

Envelop 1: need to be agreed

Envelop 2 (Cover2): need to be agreed

Cover 3 (price bid): 1. Download the excel sheet. 2. Fill the rate and upload again without changing the name.

There is one link of Upload Docs. Please upload signed tender on Envelop 1 and Envelop 2. Excel Sheet will be uploaded again on Price bid.

Please remember you have to upload the excel sheet two places

करार (सफल निविदाकार से)

ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.500/- stamp paper)

यह समझौता अनुबंध भारतीय रिजर्व बैंक, जयपुर) जिसके बाद बैंक कहा जाएगा (और _____ के मध्य दिनांक _____ को) इसके बाद " ठेकेदार " कहा जाएगा(निष्पादि त कि या गया।

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

जहां _____ बैंक _____ वांछित _____ है,
(_____)
और किए गए कार्य का विशिष्ट वर्णन करें।

WHEREAS The Bank is desirous of
(_____) and has caused specifications describing the works to be done.

और उक्त विशिष्टताओं के अनुसार, मात्रा और रेखाचित्रों की अनुसूची पर या पार्टियों की ओर से हस्ताक्षर किए गए हैं।

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

और ठेकेदार ने इसके आगे उल्लिखित शर्तों तथा परिणाम की अनुसूची तथा ठेके की शर्तें (जिन्हे) इसके आगे सामग्री रूप से "उक्त शर्तें" कहा गया है) के अधीन उक्त आरेखनों में दर्शाये गए और/या उक्त विनिर्देशों में वर्णित तथा परिणाम की अनुसूची में सम्मिलित निर्माण कार्य को उनमें निर्दिष्ट दरों के अनुसार हिसाब लगाई गयी कुल राशि पर या ऐसी अन्य राशि पर, जो उनके अधीन देय हो (जिसे इसके आगे "उक्त ठेके की राशि" कहा गया है) निष्पादित करना स्वीकार किया है।

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

<p>अब इस बात पर निम्न तरह से सहमति है: NOW IT IS HEREBY AGREED AS FOLLOWS:</p>	
1	<p>उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा। In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.</p>
2	<p>बैंक ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमें निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए, अदा करेगा। The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.</p>
3	<p>उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित पक्ष उक्त शर्तों का क्रमशः पालन करेंगे, अपने-आपको उनके अधीन मानेंगे तथा उसमें उल्लिखित शर्तों के अधीन अपनी और से करार का निष्पादन 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.</p>
4	<p>इसमें उल्लिखित नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे। The plans, agreement and documents mentioned herein shall form the basis of this Contract.</p>
5	<p>यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह सम्पूर्ण</p> <p>" के संबंध में कार्य को पूरा करने की संविदा है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी। This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the</p> <p>" _____ " to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.</p>
6	<p>अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यों हेतु वाजिब सुविधा वहन करनी होगी एवं ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये नुकसान को</p>

	ठीक करना होगा। The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7	बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं ड्राइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है। The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8	समय को इस अनुबंध के महत्वपूर्ण कारक के रूप में माना जाएगा, और ठेकेदार साइट को सौंपने के तुरंत बाद या औपचारिक कार्य आदेश जारी होने के 7 दिनों के बाद जो भी बाद में हो दी गई शर्तों एवं समय विस्तार के प्रावधानों के अनुसार दी गई शर्तों के अनुसार कार्य पूर्ण करेगा एवं समय विस्तार के प्रावधानों के अधीन है। Time shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14 day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition, subject nevertheless to the provisions for extension of time.
9	इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल जयपुर में किए जाएंगे। All payments by The Bank under this Contract will be made only at Jaipur.
10	इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को जयपुर में उत्पन्न माना जाएगा और इनका निपटान केवल जयपुर में न्यायालयों के ही अधिकार क्षेत्र में होगा। All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.
11	इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हें पूर्ण रूप से समझ लिया है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
12	गैर-प्रकटीकरण खंड : ठेकेदार बैंक, के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्त और गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के

	<p>परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टर्मिनेशन के बाद भी बने रहेंगे।</p> <p>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 even after the expiry or termination of this agreement for whatever reason.</p>
13	<p>यौन उत्पीड़न की रोकथाम संबंधी उपबंध Prevention of Sexual harassment clause/ The contractor/Agency shall be solely responsible for full compliance with the provision 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 Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.</p>

	<p>ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।</p>
<p>यदि ठेकेदार एक भागीदारी या एक व्यक्ति है If the contract or is a Partnership or an Individual</p>	<p>इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं। IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</p>
<p>यदि ठेकेदार एक कंपनी है If the contract or is a Company</p>	<p>इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिकृत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपियों पर अपनी नियमित मोहर लगावाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपियों का निष्पादन करवाया है। IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

Signature Clause

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

(name and designation)

.....
..... in the presence of

(1)
Address

(2)
Address

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

Witnesses

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

(1)
Address

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

2)

.....
.....
Address

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

Witnesses

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

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

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

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

In the presence of

(1)

.....
.....

(2)

.....
.....

Directors who have signed these presents in taken thereof in the presence of

(1)

.....

(2)

.....

SIGNED AND DELIVERED BY the Contractor by the hand Of Shri

.....

and duly constituted attorney.