



**Reserve Bank of India
Estate Department
Dehradun
Notice Inviting e-Tender [NIT]**

Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun

Online Tenders in two parts through E-Tendering process are invited from the contractors empanelled in **Trade No: 28 - Supply, Installation, Testing and Commissioning (SITC) /Maintenance/ Annual Maintenance contract /Repairs of HVAC works like AHUs, Ducting, Thermal insulation etc. and air coolers, desert coolers, split ACs, window ACs, VRF ACs, package ACs, Cassette ACs, Tower ACs, air purifiers etc. under Category 4 and 5 i.e., works costing above ₹ 10.00 lakh up to ₹ 25.00 lakh and works costing above ₹ 25.00 lakh up to ₹ 50.00 lakh** for awarding Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun. The work is estimated to cost approx. ₹ 19,32,050/- for 12 months (including all taxes).

2. Online tenders will be available for viewing/ downloading / bidding to all bidders from 04:45 PM on April 21, 2026.

3. The Bidders who do not submit Earnest Money Deposit (EMD) along with technical bid will not be considered for opening of Part-I of tender. The EMD paid by NEFT (with proof) shall be submitted through email – estatedehradun@rbi.org.in to reach us latest by 02:30 PM on May 12, 2026. Part II shall be opened at a later date that will be intimated to the bidders in advance through email, if required.

4. A Pre-bid meeting (off-line mode) of the intending Bidders will be held on April 30, 2026, from 12:00 to 01:00 PM at Reserve Bank of India, Plot No. 16-17, IT Park, Sahasthradara Road, Dehradun.

5. All the documents mentioned in the tender document should be uploaded on MSTC site i.e., www.mstcecommerce.com/eprocn. The same will be downloaded for evaluation by the Bank.

6. After examination, if any of the Bidder is not found to possess the required eligibility, their tenders may be rejected by the Bank.

7. Part-I will be opened on-line at 04:46 PM on May 12, 2026 in the presence of the authorized representative of the Bidders. Further Part II shall be opened at a later date that will be intimated to the bidders in advance through email, if required.

8. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Date: April 21, 2026

Regional Director
Reserve Bank of India
Dehradun



**Reserve Bank of India
Estate Department
Dehradun
Schedule of Tender**

a. E-tender No.	RBI/DEHRADUN REGIONAL OFFICE/Estate/1/26-27/ET/36
b. Name of work	Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun
c. Mode of Tender	e-Procurement System (Online Part I and Part II - Price Bid through www.mstcecommerce.com/eprocn). Guidelines for e-tender has been provided in the tender document.
d. Date of NIT available to bidders for download	04:45 PM on April 21, 2026
e. Earnest Money Deposit	₹38,641/- from each bidder
f. Last date of submission of EMD.	02:30 PM on May 12, 2026
g. Last day for viewing of tender	April 25, 2026
h. Pre-Bid Meeting	April 30, 2026, from 12:00 to 01:00 PM
i. Publication of Pre-Bid Meeting Minutes on the Bank's Website	May 05, 2026
j. Date of starting of e-tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn	03:00 PM on April 25, 2026
k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	04:45 PM on May 12, 2026
l. Date & time of opening of Tender Part I (i.e., Techno-Commercial Bid) Part II (i.e., Price Bid)	04:46 PM on May 12, 2026 Part II shall be opened at a later date that will be intimated to the bidders in advance through email, if required.
m. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Date: April 21, 2026

Regional Director
Reserve Bank of India
Dehradun



**Reserve Bank of India
Estate Department
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6. After examination, if any of the Bidder is not found to possess the required eligibility, their tenders may be rejected by the Bank.

7. Part-I of the tenders will be opened on-line at 04:46 PM on May 12, 2026 in the presence of the authorized representative of the Bidders who choose to be present at the time of opening the Part I of the Tender. Part II shall be opened at a later date that will be intimated to the bidders in advance through email, if required.

8. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Date: April 21, 2026

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Date: April 21, 2026

Regional Director
Reserve Bank of India
Dehradun

Tender - Part I
Techno-Commercial Bid

For

Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel/ agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

Disclaimer

Reserve Bank of India, Dehradun (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun.

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents. The Bank reserves the right not to proceed with this tender, to alter the timetable reflected in this document, to update scope of work or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

Section I - Eligibility Criteria & Important Information

1.1 Name of the work: Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun

1.1.1 Eligibility criteria:

Contractors empanelled in Trade No: 28 - Supply, Installation, Testing and Commissioning (SITC) /Maintenance/ Annual Maintenance contract /Repairs of HVAC works like AHUs, Ducting, Thermal insulation etc. and air coolers, desert coolers, split ACs, window ACs, VRF ACs, package ACs, Cassette ACs, Tower ACs, air purifiers etc. under Category 4 and 5 i.e., works costing above ₹ 10.00 lakh up to ₹ 25.00 lakh and works costing above ₹ 25.00 lakh up to ₹ 50.00 lakh.

1.2 Important Information:

Estimated cost of the work	Approx. ₹ 19,32,050/- for 12 months including all taxes.
Earnest Money Deposit (EMD)	EMD of ₹ 38,641/- through NEFT.
Performance Bank Guarantee	as per Clause 4.12 in Section VII
Power of Attorney	Shall be submitted in favour of the person signing the tender documents in case of a company.
Payment condition	as per Clause 4.6 in Section VII
Penalty	as per Clause 4.5 in Section VII
Validity of the tender	90 days from the date of opening of Financial Bid
All disputes arising shall be subject to the jurisdiction of courts	Dehradun
Address for dispatching the Bank Guarantee	The Regional Director, Reserve Bank of India, Estate Department, Plot No. 16-17 IT Park, Sahastradhara Road, Dehradun 248013

1.3 The Bank reserves the right to accept or reject any or all Bids without assigning any reasons and reserves the right to relax any of the terms and conditions. No Bidder shall have any cause of action or claim against the Bank for rejection of his Bid.

1.4 All information submitted in response to this tender shall be the property of Reserve Bank of India and it shall be free.

Date:

Regional Director
Reserve Bank of India
Dehradun

Section II - Guidelines for e-Procurement

The Bidders are requested to read and understand the terms & conditions of this tender before submitting their online tender.

1. Process of e-tender:

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 will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprocn

1) Vendors are required to register themselves online with www.mstcecommerce.com → eProcurement → New Common Portal → Vendor Login. Register as Vendor by filling up details and creating own user id and password → Submit.

2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.

Contact Persons (RBI - During Office Hours only):

- a. Shri Vijay Kumar Garg (0135 - 2611451)
- b. Shri Harish Kumar (0135 - 2611425)

Contact Persons (MSTC Ltd – During Office Hours only):

HO Central Help Desk: (For vendors)

Phone Number: 07969066600

Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails) Availability - 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

North Zone Helpdesk - (011) 2321 4201, (011) 2321 3945 email - mstcnro@mstcindia.co.in
IVRS No.: (079) 69066600

System Requirements:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature
- iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

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

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

Other Settings:

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

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

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at

www.mstcecommerce.com/eprocn. Tenders will be opened electronically on specified date and time as given in the tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

2. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note

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

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

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

3. Bidding in e-tender:

a) Earnest Money Deposit for a sum of ₹ 38,641/- (Rupees Thirty-Eight Thousand Six Hundred Forty One only) shall be remitted to Bank Account the Bank on or before 02:30 PM on May 12, 2026. The account details for NEFT / RTGS transactions are as follows.

Beneficiary Name: Reserve Bank of India

IFSC: RBIS0DNPA01 (Fifth and tenth characters are Zero)

Account No: 186003001

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

No exemption from the submission of EMD will be given to MSMEs. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded/ returned by the tender inviting authority in due course.

b) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.

c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => New Common Portal => Vendor Login => Selection of event.

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

e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.

f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and

signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.

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

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

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

k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

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

Section III - Technical Specification & Scope of Work

1. Name of work: Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun

2. Area of work:

The successful Tenderer should supervise and carry out all technical services related to Operation and Routine Maintenance of Heating, Ventilation, and Air Conditioning System at Reserve Bank of India, Dehradun. The Contractor shall also carry out the liaison work with respective State Government Authorities for any shortfall in electric power related issues or any other matters to be dealt with the authorities.

This work is for Operation and Routine Maintenance of Heating, Ventilation, and Air Conditioning System which includes all types of routine, preventive, periodical maintenance works of Heating, Ventilation, and Air Conditioning System in main office. The Contractor has to obtain prior permission of the Bank's Engineer concerned before carrying out any replacement work other than the regular works.

3. Details of Manpower:

The Contractor shall deploy.,

- a. One AC plant Engineer/ BMS operator /Supervisor
- b. One Electrician cum HVAC plant operator
- c. Two semi-skilled helpers cum technicians

The Contractor shall provide minimum one-day duty off once in a week for the employees working in shifts and shall provide relievers for the employees on off duty / sick / leave. The reliever must be of same labour category and the contractor shall quote his rates accordingly. However, in case of exigencies, the Contractor shall provide services beyond prescribed hours. No extra payment towards reliever will be paid by the Bank.

At least one active dedicated mobile phone must be available at site round the clock and employees shall carry the same for taking instructions from Bank's Engineers / Caretakers /AMC Desk Officers/ Security Officers or any person deputed by the Bank to supervise the work at site and shall also deploy minimum manpower as under-

Sr. No.	Particulars	Highly Skilled	Skilled	Semi-Skilled
1	Technically Qualified Supervisor cum BMS Operator	01	-	-
2	Electrician cum HVAC plant operator	-	01	-
3	Helper	-	-	02
Total		01	01	02

Required Qualification of Deployed Staff

i)	AC plant Engineer/ BMS operator /Supervisor	Qualified Diploma holder in Mechanical Engineering with 3 years' experience in AC chiller plant operation or higher qualification
ii)	Electrician cum HVAC plant operator	ITI qualified Electrical/ Mechanical/ AC trade with minimum 3 years' experience in HVAC operation
iii)	Helper	Experienced in similar works

Note: The Bank reserves the right to seek additional manpower or reduce the workforce as indicated above whenever necessary and the successful bidder is bound to provide the same as per the rates quoted by him for the existing manpower in the tender document. Working knowledge of Computers and BMS (Building Management System) is essential for both the persons having qualification in Mechanical engineering/ Electrical. The Company/Firm shall maintain a muster for the attendance of his staff which should be submitted to the Bank's

engineer as and when required. The Company/Firm must ensure that the staff deputed to the works are qualified and experienced. The Company/Firm must maintain a record in respect of performance of their duties for fulfilment of contract requirement. In case of absence of any of above team members, substitute personnel should be deputed immediately to attend the duty.

4. Work Timings:

Description	No. of Days	Work force	Timings	Remarks
Technically Qualified Supervisor cum BMS Operator	312/365	01	From 0900 hrs to 1700 hrs	1x26daysx12months (eight hours a day)
Electrician cum HVAC plant operator	312/365	01	From 0900 hrs to 1700 hrs	1x26daysx12months (eight hours a day)
Helper	312/365	02	From 0900 hrs to 1700 hrs	1x26/31daysx12months (eight hours a day - each)

Important Notes regarding Scope of Work, Manpower, etc.

Note 1:

The Bank reserve the right to change/ update the timing of manpower deployment with the approval of appropriate authority, if it is found to be necessary, provided there will be no major change in total shift of the work. On special occasion or as per special need, the Bank reserves the right to make the labourers work for some additional time after their quota of normal shifts, provided that such instances should not recur frequently.

Note 2:

In emergency works, workers will have to continue to work till the emergency is over. The weekly holiday should be given to the workers only after consultation with the Bank.

- a) Electricity and water shall be given to agency at nearest available point free of cost by the Bank, but all the other arrangements must be made by the successful bidder at their own.
- b) In case of any worker of the successful bidder found to be giving poor workmanship, disobeying instruction of the Bank and misbehaviour etc. the agency will replace such person(s) from the work as directed by the Bank.
- c) The successful bidder shall ensure that workforce once deployed at one premise must not be changed regularly, must not be switched from one premise to another. Even if it becomes necessary for the agency to replace a worker deployed at one premise of the Bank with another worker from another premise of the Bank or from outside the Bank, the same must be done only after getting due approval by writing an e-mail/ application to the Bank in well advance.

Note 3:

The Scope of Various Works listed on forthcoming pages are only indicative. Any related repair/ maintenance/ general work not specifically mentioned but required for the healthy operation of the system/ operation concerned as well as for the satisfaction of the Complainant/ Bank's engineers/ AMC Officer/ other representatives of the Bank will be considered as part of current contract's scope of work and there shall be no questioning in this regard and Bank's decision in this regard shall be final.

Note 4:

Contractors are advised to visit the site for understanding the detailed scope of work before

submitting their tenders and confirming to the terms and conditions.

5. Tools to be maintained by the firm in AC plant

1. Tong Tester cum multi meter.
2. Test Lamp
3. Pliers.
4. Spanner set
5. Drill Machine
6. Earth Tester
7. Pipe Wrench
8. Screwdriver set.
9. Insulation Tape cotton, PVC and cotton tape.
10. Emergency Medical Kit.
11. Blower
12. Digital Handheld Anemometer.
13. Digital Temperature Gauge
14. Ear Plugs for AC plant operating staff.
15. Emergency Lights.

Any other items as may be required for hindrance free Operation & Maintenance of HVAC system and prescribed by the Bank

A. Details of Equipment

Brief details of equipment forming part of HVAC system are as under:

- Condenser Pump Sets – 3 Nos. 15 KW/ 20 HP
- Primary Chilled water pump sets - 3 Nos. 5 HP
- Secondary Chilled Water pump sets – 3 nos.15 KW/ 20 HP
- Induced Draft Cooling Towers - 3 Nos. of Capacity 175 TR
- Floor Mounted/ Ceiling Suspended Air Handling Units -23 Nos. of varying CFMs
- Fan Coil Units- 12 nos. of varying CFMs
- Electrical panels and Boards installed for above equipment – All panels/ Starters/ Controllers/ VFDs & VSDs etc. related to AC Plant equipment
- Automatic Tube Cleaning system
- Air Washer & Air Scrubber system for kitchen ventilation during operation of kitchen
- Fresh Air Induction & Smoke Extraction System
- The system installed is integrated and operational through BMS (Building Management System).

Air Conditioning: The system comprises of the following equipment's subject to actual site verification by bidders:

S. No.	Description	Capacity	Quantity (in Nos.)	Make of equipment
1	Screw Type Chiller (Water Cooled)	120 TR	3	Daikin
2	Hot Water Generator	75 KW	3	Rapidcool
3	Primary Chilled Water Pump sets	4 KW/ 5 HP	3	Xylem

4	Secondary Chilled Water Pump sets	15 KW/ 20 HP	3	Xylem
5	Condenser Water Pump sets	15 KW/ 20 HP	3	Xylem
6	Cooling Tower	175 TR	3	Advance
7	Air Handling Unit (Floor Mounted)	3000 CFM	2	Zeco
		4500 CFM	1	Zeco
		5500 CFM	2	Zeco
		8000 CFM	1	Zeco
		10000 CFM	1	Zeco
		15000 CFM	1	Zeco
		18000 CFM	1	Zeco
8	Air Handling Unit (Ceiling Suspended)	1500 CFM	6	Zeco
		2000 CFM	2	Zeco
		3500 CFM	4	Zeco
		5000 CFM	1	Zeco
		5500 CFM	1	Zeco
9	Fan Coil Units	1.5 TR (600 CFM)	6	Zeco
		2.0 TR (800 CFM)	1	Zeco
		2.5 TR (1000 CFM)	2	Zeco
		3.0 TR (1000 CFM)	3	Zeco
10	HVAC Electrical Panel	-	1	Pristine
11	BMS system with PC	-	1	-
12	AHU fresh air & return air dampers			

*The details & Quantity of equipment / Installation given above is indicative only. For comprehensive/ detailed understanding of the system Vendors/ Bidders are requested to visit the site before quoting their rates.

B. Heating Ventilation and Air Conditioning System

Scope of services to be rendered shall broadly include the following items of work: -

- Switching on and off the entire AC system/allied equipment's as required.
- Logging all the operating parameters on 2 hourly basis or as required by Bank's officials
- Taking temperature readings in all the floors once in forenoon and afternoon session.
- Cleaning of air filters as and when required.
- Cleaning of the chillers, pumps, cooling towers and AHU's.

- Checking and reporting of abnormal operation immediately.
- Lubricating the bearings as and when required.
- Attending the minor problems like adjusting belt tension, correcting valve spindles, leakages etc.,
- Checking free flow of AHU drain
- Checking and reporting on the compressor oil conditions.
- Checking all electrical connections.
- Attending to field electrical problems
- Any other work assigned by the Bank.

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

- i. To Start the HVAC plant before office hours i.e., @08:30 Hrs. and to check whether comfortable temperature & ventilation is maintained in areas served by HVAC system.
- ii. To note the readings of the suction and the discharge pressure, oil pressure, oil and gas level, suction and discharge pressure of pumps, voltage and amps etc. shall be checked and recorded in logbooks on hourly basis. Necessary/ Corrective/ Remedial action is to be taken if the readings are not normal.
- iii. To check all the electrical motors and the bearings for abnormal noise/heating etc.
- iv. To check the water levels in the makeup water tank and in the cooling tower.
- v. The inside and ambient conditions i.e., DBT, WBT & RH of all the AHU's shall be recorded on daily basis.
- vi. To coordinate with BMS Engineer/ Operator/ Supervisor for operation/ system healthiness related parameters.

b. Works to be done on Weekly basis as under:

- i. To check the refrigeration system for leaks test and inform the Bank's engineer In-Charge
- ii. To dust off the inside of all electrical panels/pumps/chiller/tank, all equipment.
- iii. To check lugs/thimbles/terminal points of the electrical motors, switches, starters, single phase preventers and the indication lights etc. and to take the remedial steps for any abnormality observed, if required.
- iv. To check the starter, control panel and indication lights etc. from inside.
- v. To check the alignment of all the belt driven equipment and to rectify if required.
- vi. Cleaning of filter of AHUs and cooling tower basin.
- vii. Checking the status of the AHU filters and clean them if accumulation of dust is observed
- viii. To operate and check Fresh Air Induction & Smoke Extraction Fans for their operation in Auto/ Manual mode and recording their parameters.

c. Works to be done on monthly basis:

- i. To check the belt tension of AHU's installed on various floor and take corrective steps if required.
- ii. To check the gland/seal, coupling of pumps and cooling towers.
- iii. To check the solenoid/ Motorized valves, safety control valve and the interlocking of the various equipment.
- iv. To clean all the strainers and the filters of the cooling tower.
- v. Filters of the AHU are to be cleaned monthly or as and when required.
- vi. Checking all the valves for their operation to check whether it is satisfactorily operable and observe abnormal sound, if any.

d. Works to be done every three Months:

- i. To check and lubricate the bearings of the motors and to keep the proper record.

- ii. To check the foundation bolts of the pumps & motors and inform the Bank.
- iii. To check starter overload/trip coils for effectiveness of operation.
- iv. To check condition of cooling tower blades fans rotations, fans and motor bearings and inform bank's engineer in charge for any abnormality.
- v. Check the makeup water consumption.

e. Works to be carried out on as and when required basis:

- i. To replace the indication lamps, contactors, single phase preventers, switch fuses, U bands, gauge and thermometer etc. as required.

f. Company/Firm shall submit reports for Works attended:

Work Frequency	Report Submission Frequency
Everyday Basis	Weekly Basis
Weekly Basis	Monthly Basis
Monthly Basis	Monthly Basis
Quarterly Basis	Quarterly Basis

g. Duties of BMS Engineer/ Operator/ Supervisor:

- i. To operate and manage HVAC operator/ helper for effective operation of HVAC system
- ii. To download daily reports available in BMS system related to HVAC system parameters
- iii. Monitor the whole BMS system for its effective operation
- iv. Duties as assigned by the Bank' officials in relation to operation of HVAC system and BMS viz. report generation, logbook maintenance, etc.

h. Scope of work covered under Preventive maintenance contract to be carried out during shut down:

- De-scaling with Chemical and rodding of condensers, (no extra charges will be given for cleaning materials)
- Replacement of gasket condensers, Y-strainers, pot strainer etc.
- Chemical cleaning of coils of air handing units.
- Cleaning of nozzles, basins and louvers of cooling towers.
- Replacement of damaged nozzles & fills in cooling tower.
- Servicing of switchgear of electrical panel.
- Draining of water from pipeline and refilling the same with fresh water.
- Greasing of bearings of motor and pumps.
- Note: All spare parts/ material required for repair of the systems may be provided by the Company/Firm for carrying out the routine/preventive maintenance other than as mentioned below, the cost of which will be borne by the Bank.
- All consumables like cleaning material, cotton waste, duster cloth etc. and minor material like nut bolts, washers/ screws shall be provided by the Company/Firm and same shall be included in the scope of work.

- All labour components to be provided by the Company/Firm and same shall be included in the quoted rates for operation contract.
- i. **In Case of Emergency:**
The Company/Firm's men shall attend to the break-down calls immediately and maintain the record for the same on daily basis. The emergency/ breakdown calls can be made beyond the duty hours also (i.e., after 06:00 PM) and the representative of the Company/Firm will have to be present within 30 minutes of the call.
 - j. There shall be no employer and employee relationship between the Bank and the Company/Firm/persons deployed by him for the purpose of the contract. The Company/Firm shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Reserve Bank of India, Dehradun and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Reserve Bank of India, Dehradun either explicitly or implicitly.
 - k. The Regional Director, Reserve Bank of India, Dehradun or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons deployed by the Company/Firm in order to ensure that persons deployed by him are doing their duties effectively.
 - l. The Company/Firm shall deploy his persons in such a way that they get a weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of the Shops and Establishment Act. The Company/Firm shall arrange to provide reliever equally qualified and competent in case of absence/ leave/ off etc of the personnel/ operator/ Engineer deployed. The Company/Firm shall in all dealings with the persons in his employment should have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the Company/Firm committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incurred, he shall without prejudice to any other liability pay to the Regional Director, Reserve Bank of India, Dehradun, a sum as may be claimed by any person/client.
 - m. No accommodation facility or medical facility will be provided by Reserve Bank of India, Dehradun.
 - n. It will be the responsibility of the Company/Firm to provide all the duties (including Plant Operation, inspection & service of Chiller, routine maintenance, and all other activities) mentioned in Scope of work of this document.
 - o. Break Down period shall not be more than four hours beyond that the penalty clause shall be applicable.
 - p. The Plant may be kept in good condition at all the time. If any break-down occurs the Company/Firm must inform the Bank about the same and resolve the breakdown at the earliest.
 - q. The company/ Firm shall be responsible for operation & maintenance of any additional unit i.e. AHU, FCU etc. installed in future. No additional payment shall be made on account of

the same.

C. Inspection Service Contract of 3 X 120 TR (Daikin Make) Chiller

- i. The scope of work shall include the following:
 - Check refrigerant level, by performing leak test. If abnormal, trace and rectify as necessary, Inform department in writing on the rectification.
 - Inspect level and condition of oil. If abnormal, trace fault and rectify as necessary. Inform department in writing on the rectification.
 - Check the liquid line sight glasses for proper flow.
 - Check all operating pressure and temperature.
 - Inspect and adjust, if required, all operating safety controls.
 - Check capacity control adjust if necessary.
 - Lubricate vane/ linkage/ bearings.
 - Visually inspect machine and associated components and listen for unusual sound or noise for evidence of unusual conditions.
 - Check lock bolts and chiller spring mount.
 - Review daily operating log maintained by department's operating personnel.
 - Providing written report to Department, outlining services carried out, adjustment made, rectification carried out and if the deficiency is of a major nature, arrange with department for shut- down to rectify equipment.
 - Perform all functions for monthly check
 - Check all flanges for tightness
 - Change oil in oil sump as per requirement/ OEM instructions
 - Replace filter as per requirement/ OEM instructions
 - Check oil temperature control
 - Check motor terminals
 - Check connections in starter
 - Oil filter gasket replacement shall deem to be included in the contract.
- ii. The Company/ Firm shall quote charges for Inspection Service of 3 X 120 TR Chiller (manpower /labour, transportation and conveyance, halting, taxes, Insurance Charges as applicable). **The inspection & Service of the Chiller shall be done by engaging services of OEM/ OEM authorized Service provider only.** During the Inspection Service contract period, the Inspection/ servicing shall be carried out at Quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed and the same shall be carried out in addition to any number of breakdowns calls without claim of any extra cost.
 - Quarterly preventive Maintenance or earlier as prescribed by Original Equipment Manufacturer preventive maintenance (PM) + Unlimited break down calls per annum/ Chiller.
 - Servicing of the Chillers shall be carried out as per manufacturer's standard practice.
 - Trouble shooting in Chillers.
 - At site, training to operators on do's & don'ts for proper operation of Chillers.
- iii. All breakdowns and maintenance shall be under the scope of Service Contract. The cost of spare parts/ consumables shall be borne by the Bank for which Bank shall have the right to procure the material required for maintenance of the system, either from the vendor OR open market and hand over the same to the vendor to carry out the maintenance/repairing etc.
- iv. During the service contract period, any fault in the system shall be attended within 24

hours of receipt of intimation of the defect in the system.

- v. In case of defect in any of the component, the same shall be repaired within specified period. In case the repair is not possible due to any reason whatsoever, then the service provider should inform the Bank regarding defect and arrange to replace the same with the OEM genuine parts after approval from Bank. The cost of such spare used for replacement will be paid by the Bank separately.
- vi. The inspection service will include all labour charges and supervisory charges towards inspection of the chiller packages which will be carried out on Quarterly basis and a report should be submitted to the Bank about the condition of the chiller packages. It will also include descaling of chillers /condensers etc. and other works as recommended by the manufacturer and preparation of estimates for all breakdown and repair works. All spares and consumables as required will be arranged by the contractor with prior approval of the Bank and will be paid by the Bank over and above the agreed Inspection charges. The tenderers shall quote their charges for the above inspection service of only the chiller packages, the contract amount shall be paid on quarterly basis on rendering satisfactory services.

Date:

Place:

Seal & signature of the Contractor:

Section IV - Form of Tender

To
Regional Director
Reserve Bank of India
Plot No. 16-17, IT Park
Sahastradhara Road
Dehradun.

Sir,

Having examined the Specifications, scope of work and Schedule of Quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender,

I/we hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with the Specifications, The instruction in writing referred to in Conditions of Tender, The Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Name of the work:	Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun
Period	The period of contract is from the date of award of work till March 31, 2027. The said contract is renewable for two (one year at a time) subsequent financial years i.e. 2027-28 & 2028-29 subject to the satisfactory performance of the contractor during the 2026-27, 2027-28 and other terms and conditions detailed in the tender document.
Estimated Cost	₹ 19,32,050/-
Earnest Money	₹ 38,641/-
Performance Guarantee	The Successful Bidder shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Performance Bank Guarantee from any Scheduled Bank or transfer an amount equivalent to the PBG through NEFT/RTGS to the account number mentioned by the Bank at para 3.5 or withholding of an amount equivalent to the PBG from the monthly bills, with explicit written consent regarding such withholding of amount from the successful bidder to the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. This amount must be valid atleast till the completion of contractual obligations or submission of PBG in its real form (i.e., issued by the scheduled bank) within 14 days from the date of issue of work order. It shall be extendable and enhanced for further period of contract subject to, renewal of

	Annual Maintenance Contract on yearly basis from the next year onwards.
Terms of Payment	On monthly and actual work done basis subject to, submission of proper bill in all aspects and satisfactory completion of the service and certification from the authorised officials the Bank. The work will be carried out under the guidance and supervision of Protocol and Security Cell / the Bank's authorized officials.

I / We agree to:

1. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.

2. I / we have deposited a sum of ₹ 38,641/- as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India.

3. Our Bankers are: (Full Address)

(i)

(ii)

4. Names of Partners of our firm are:

(i)

(ii)

Name of the Partner of the firm Authorized to sign

Or

Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).

Yours faithfully,

Signature of Contractor:

Signature, Name and Addresses of Witnesses:

01.

02.

Section V – Format of Articles of Agreement

<u>करार की शर्तें</u>	<u>Articles of Agreement</u>
<p>यह करार वर्ष 202_ केदिन एक तरफ से भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून जिसका केंद्रीय कार्यालय मुंबई में है - 400 001। (इसके बाद इसे "नियोक्ता" कहा गया है) और दूसरी तरफ.....</p> <p>, एक कंपनी जिसका पंजीकृत कार्यालय ___ में स्थित है (इसके बाद "ठेकेदार" कहा गया है) के बीच किया गया है।</p> <p>जबकि नियोक्ता भारतीय रिज़र्व बैंक द्वारा तैयार किए जाने वाले कार्य का वर्णन करते हुए विनिर्देशों के अनुसार बैंक के कार्यालय..... में.....यह कार्य प्रदान करने का इच्छुक है।</p> <p>और जबकि ठेकेदार निविदा/कोटेशन/यहां उल्लिखित शर्तों (इसके पश्चात इन सभी को कथित शर्तों के रूप में संदर्भित किया गया है) के अधीन कार्य करने के लिए सहमत है। यह कार्य वह यहां आगे उल्लिखित संबंधित दरों पर जो कि के बराबर है, की अवधि के लिए कोटेशन/कार्य आदेश में कोट की गई दर पर या इसके अंतर्गत देय होने वाली अन्य किसी राशि पर निष्पादित करने के लिए सहमत है।</p> <p>अब इस पर निम्नानुसार सहमति हुई है:-</p> <p>1. उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त संविदा राशि को ध्यान में रखते हुए, ठेकेदार उक्त शर्तों के अधीन उक्त विनिर्देशों में दर्शाए गए और वर्णित कार्य</p>	<p>ARTICLES OF AGREEMENT made the day of , 20 between the RESERVE BANK OF INDIA, PLOT NO. 16 & 17, IT PARK, DEHRADUN having its Central Office at Mumbai - 400 001. (Hereinafter called "the Employer") of the one part and a Company having its Registered Office at (hereinafter called the "Contractor") of the other part.</p> <p>WHEREAS the Employer is desirous of awarding the work of at Bank's as per specifications describing the work to be done to be prepared by Reserve Bank of India.</p> <p>AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting to the sum of Rupees as applicable for the period from to at the rate quoted in the quotation / work order / as therein arrived at of such other sum as shall become payable there under.</p> <p>NOW IT IS HEREBY AGREED AS FOLLOWS: -</p> <p>1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the tender conditions, the Contractor shall upon and subject to the said Conditions execute and complete the</p>

<p>को निष्पादित और पूरा करेगा।</p> <p>2. नियोक्ता ठेकेदार को उक्त संविदा राशि या ऐसी अन्य राशि का भुगतान करेगा, जो निविदा शर्तों में निर्दिष्ट समय और तरीके से देय होगी।</p> <p>3. उपर्युक्त शर्तों में, संपदा विभाग, भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून के प्रभारी सहायक महाप्रबंधक (संपदा) नियोक्ता की ओर से कार्य करेंगे।</p> <p>4. उक्त शर्तों और उनके परिशिष्ट को इस करार के हिस्से के रूप में पढ़ा और समझा जाएगा और इसके पक्षकार क्रमशः उक्त शर्तों का पालन करेंगे, उन्हें मानेंगे और उक्त शर्तों में क्रमशः अपनी ओर से करारों का पालन करेंगे।</p> <p>5. संविदा और यहां उल्लिखित दस्तावेज इस संविदा का आधार बनेंगे।</p> <p>6. नियोक्ता अपने पास कार्य की प्रकृति को बदलने का अधिकार सुरक्षित रखता है जिसमें कार्य की किसी भी वस्तु को जोड़ सकता या हटा सकता है या उसके कुछ हिस्सों को इस संविदा पर प्रतिकूल प्रभाव डाले बिना करवा सकता है।</p> <p>7. इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल देहरादून में किए जाएंगे।</p> <p>8. इस करार से उत्पन्न होने वाले या किसी भी तरह से जुड़े सभी विवादों को देहरादून में उत्पन्न माना जाएगा और केवल देहरादून के न्यायालयों के पास इसे निर्धारित करने का अधिकार क्षेत्र होगा।</p>	<p>work shown and described in the said specifications.</p> <p>2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.</p> <p>3. In the said Conditions herein before mentioned, the Assistant General Manager (Estate) in charge of the Estate Department, Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun shall act on behalf of the Employer.</p> <p>4. 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> <p>5. The Agreement and the Documents mentioned herein shall form the basis of this Contract.</p> <p>6. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.</p> <p>7. All Payments by the Employer under this Contract will be made only at Dehradun.</p> <p>8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Dehradun and only Courts in Dehradun shall have jurisdiction to determine the same.</p>
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<p>9. कि इस संविदा के कई हिस्सों को ठेकेदार द्वारा पढ़ा गया है और ठेकेदार द्वारा पूरी तरह से समझा गया है।</p> <p>10. भविष्य में नवीनीकरण बैंक के नियमों के अनुसार होगा।</p> <p>11. कार्य आदेश पत्र सं.....इस करार का हिस्सा होगा।</p> <p>12. निविदा /कोटेशन में एएमसी से संबंधित सभी नियम और शर्तों को भी ठेकेदार द्वारा माना जाएगा।</p> <p>13. गैर-प्रकटीकरण खंड: ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक की बुनियादी सुविधा/ प्रणालियों / उपकरणों आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा नहीं करेगा, जो इस करार के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या जानकारी में आ सकता है और हर समय पूरी तरह से गोपनीय रखेगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, केवल इसे छोड़कर जो इसके तहत उसके दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या कहीं और कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या प्रकट नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता की क्षतिपूर्ति करेगा। उपर्युक्त का पालन नहीं करने पर ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय करने का हकदार होगा। ठेकेदार यह अपने कर्मचारियों के संबंध में सभी</p>	<p>9. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.</p> <p>10. Future renewals will be as per Bank's rules.</p> <p>11. The work order letter no.dated will form part of the agreement.</p> <p>12. All terms and conditions pertaining to AMC in the tender/ quotation will also be honoured by the Contractor.</p> <p>13. 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</p>
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प्रकार की उचित कार्रवाई करेगा जिससे यह सुनिश्चित हो सके कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण का दायित्व पूरी तरह से पूरा हो गया है।

गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या इसे समाप्त किए जाने के बाद भी बना रहेगा।

14. लैंगिक उत्पीड़न खंड:

सेवा प्रदाता / एजेंसी "कार्यस्थल पर महिलाओं का लैंगिक उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का पालन करेगी। सेवा प्रदाता एजेंसी बैंक परिसर में अपने कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत के मामले में "कार्यस्थल पर महिलाओं का उत्पीड़न (रोकथाम निषेध और निवारण) अधिनियम 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगी। सेवा प्रदाता/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और सेवा प्रदाता/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी।

बैंक के किसी भी कर्मचारी के खिलाफ सेवा प्रदाता के किसी भी पीड़ित कर्मचारी से लैंगिक उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

सेवा प्रदाता किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा जो उसे सेवा प्रदाता के कर्मचारियों के इसमें शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है, उदाहरणतः यदि सेवा प्रदाता के कर्मचारी द्वारा लैंगिक उत्पीड़न सिद्ध हो जाने पर बैंक कर्मचारी को कोई मौद्रिक राहत देनी पड़े। सेवा प्रदाता कार्यस्थल पर लैंगिक उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे

obligations of non-disclosure of confidential information under this agreement are fully satisfied.

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

14. SEXUAL HARASSMENT

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.

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.

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

15. Governing Language: This Agreement has been executed in English and Hindi. If Hindi translation

<p>में अपने कर्मचारी को शिक्षित करने के लिए जिम्मेदार होगा।</p> <p>15. शासी भाषा: यह करार अंग्रेजी और हिंदी में निष्पादित किया गया है। यदि इस संविदा का हिंदी अनुवाद अंग्रेजी संस्करण के साथ विरोध करता है या इसमें अंग्रेजी संस्करण के अतिरिक्त या उससे अलग शब्द शामिल हैं, तो अंग्रेजी संस्करण को माना जाएगा।</p> <p>16. इसके साक्ष्य में, नियोक्ता ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इस पर हस्ताक्षर किए हैं और ठेकेदार ने इस पर अपनी कॉमन मुहर लगाई है और इसे उपर्युक्त दिन और वर्ष को दो प्रतियों में निष्पादित किया है।</p>	<p>of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.</p> <p>16. IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.</p>
<p>ठेकेदार की ओर से हस्ताक्षरित एवं के हस्ते सुपुर्द</p>	<p>SIGNED AND DELIVERED BY the Contractor by the hand of</p>
<p>श्री</p> <p>(नाम एवं पदनाम)</p> <p>इनकी उपस्थिति में हस्ताक्षर किए गए</p> <p>1)</p> <p>.....</p> <p>पता</p> <p>.....</p> <p>.....</p> <p>...</p> <p>2)</p> <p>.....</p> <p>पता</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(साक्षी)</p>	<p>Shri</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>_____</p> <p>in the presence of</p> <p>1) _____</p> <p>Address</p> <p>_____</p> <p>2) _____</p> <p>Address</p> <p>_____</p> <p>_____</p> <p>(Witnesses)</p>
<p>SIGNED AND DELIVERED BY the</p>	<p>SIGNED AND DELIVERED BY the</p>

Reserve Bank of India by the hand of	Reserve Bank of India by the hand of
<p>Shri _____ (Name & Designation)</p> <p>in the presence of</p> <p>1) _____ _____ Address</p> <p>2) _____ _____ Address</p> <p>_____ (Witnesses)</p>	<p>Shri _____ (Name & Designation)</p> <p>in the presence of</p> <p>3) _____ _____ Address</p> <p>4) _____ _____ Address</p> <p>_____ (Witnesses)</p>

Section VI – General Instructions to Bidders

3.1 Tender Document:

3.1.1 Tender shall consist of this document having Eleven (XI) sections along with NIT and any Annexures, Schedules, Addendum, Corrigendum, minutes of Pre-bid meeting, etc. issued by the Bank for the purpose.

3.1.2 Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.

3.1.3 Bidders are advised to use only the forms (tender books) uploaded on MSTC portal. In case the tenders are submitted from downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/ paper. Each page of the tender forms shall be signed and returned.

3.1.4 Eligibility criteria shall be as per the tender document.

3.2 Amendment to tender document

3.2.1 At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment.

3.2.2 Any such amendment will be hosted on the Bank's website www.rbi.org.in only. The addendum (s) issued will form part of the tender documents.

3.2.3 In order to afford prospective Bidders, reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.

3.3 Preparation of Bid: Tender in prescribed form shall be submitted in two parts – Part I (Technical Bid) and Part II (Financial Bid)

3.3.1 Technical Bid:

Part-I of the tender will contain Bank's standard conditions (not Price Bid) for the proposed work, tender's covering letter and the EMD of ₹ 38,641/- i.e., 2% of the estimated amount.

- (i) Sections I to XI are part of technical Bid.
- (ii) Bidder must fill all the details specified in various sections/ annexures.
- (iii) EMD shall be part of Technical Bid. No interest is payable on the EMD. The bids received without EMD shall be rejected.
- (iv) The tender documents must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its own discretion. The tender documents must be without any ambiguity and if any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion. Only the documents as uploaded by the tenderer on MSTC portal shall be considered as final and no additional document shall be entertained for consideration. Conditional bids will be summarily rejected.
Note: Bids which are incomplete i.e., if any document as required as per this tender is not submitted by this date and time is liable to be rejected at the sole discretion of the Bank.

3.3.2 Financial Bid: Part-II of the tender will contain Bidder's price Bid only

- (i) Currency of Bid: Bid prices shall be quoted in Indian Rupees only and will be valid for a period of 90 days from the date of last submission. Rates quoted should also include all taxes, charges, levies, cess, insurance, transportation and other Govt. taxes.
- (ii) The rate should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- (iii) If any columns of the price schedule are found blank, then the tender of the respective Bidders shall be treated as unresponsive and will be summarily rejected by the Bank at its own discretion.
- (iv) Part-II of the tender will contain no conditions / documents, but tenderer's price Bid

only.

Special Note for part-II: - The bidder must quote prices as per format prescribed in Part II as available in MSTC portal.

Header-A [Labour Component] of Part-II of Tender document will include Fixed Cost to Vendor i.e., mandatory payments to workers as per latest minimum wages prescribed by Ministry of Labour & Employment, Government of India, Bonus and the Statutory liabilities in this regard.

Header B [Non-Labour Component] of Part-II of the Tender document will include the following components:

a) Annual Cost of Inspection Services of Chillers on Quarterly Basis

b) Cost of consumables means cost towards supply of basic consumables required in the operation, machinery, tools, cost of new uniform twice in a year to the personnel engaged, safety shoes, cost of providing one set of matching raincoats in Monsoon, cost of providing one matching jacket in Winters, safety shoes, cost towards taking insurance policies, transportation costs, lifting of debris, & all other incidental costs etc.

All these consumables must be supplied in advance in new condition and put to use only after obtaining written approval from the Bank's authorised officials. Usage of any of these consumables from older sites of the bidders is strictly prohibited and if the successful bidders are found to be doing so at a later stage, the Bank may forfeit the PBG/Security deposit, take penal action and/or terminate the contract by giving a notice of 07 days.

c) Profits

d) Service Charge

e) GST @ Applicable rates

(v) The Bidder should ensure that all columns of the price schedule are duly filled, and no column is left blank. After opening of the price bid, the Bank may entertain no clarifications whatsoever at its own discretion.

(vi) If the rates written in figures and words do not tally, then the arithmetic accuracy shall be checked, and the final amount will be derived accordingly and taken as correct.

(vii) The bidders are required to quote only percentage (%) in Service Charge and GST Columns. The MSTC system shall automatically calculate the Grand Total, inclusive of all.

3.3.3 It will be imperative on the part of each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder. This, however, excludes any changes in minimum wages/government levies which are payable statutorily and may be allowed subject to satisfaction of the Bank.

Note:

Please note, the quoted cost of consumables must not be less than Re. 1/-. Service Charge must not be less than 3% of Labour Component + Annual Cost of Inspection Services of Chillers + Cost of Consumables. In case, any or all of these conditions are not satisfied, the bid is liable to be rejected.

3.4 Bids shall remain valid for acceptance by the Bank for the period of 90 days from the date of last submission of the tender. This period may be further extended, if required, by mutual consent.

3.5 Earnest Money Deposit (EMD) / Bid security:

3.5.1 The Bidders shall deposit EMD of ₹38,641/- by NEFT with their Bid. EMD A/C No-186003001 Reserve Bank of India, IFSC Code - RBISODNPA01 (5th & 10th being zero)., Branch Name – Dehradun

3.5.2 EMD shall be in form of a NEFT. No interest on EMD shall be paid. **Also, no exemption from the submission of EMD has been granted to MSMEs.**

3.5.3 Bids not accompanied by EMD, shall be treated as non-responsive, and will be rejected by the Bank at its discretion.

3.5.4 The EMD of unsuccessful Bidders shall be returned by the Bank after award of work to Successful Bidder after submission of a fresh Performance Bank Guarantee.

3.5.5 Compensation/ Recovery from the Contractor: All compensation or other sums of money payable by the Contractor to the Bank under the terms and conditions of this Contract may be deducted from the payable bill amount/Security Deposit or by invoking the Bank Guarantee if the amount so permits unless the Successful Bidder deposits such amounts by transfer within ten days of issue of demand notice by the Bank.

3.6 EMD shall be forfeited if the Bidder:

- (i) makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria.
- (ii) withdraws his Bid during the period of Bid validity, or
- (iii) has been blacklisted by any government agency and the blacklist is still in force.
- (iv) fails to commence the work as per schedule or after issue of work order or does not provide satisfactory services or does not provide & use consumables as prescribed above, in the tender document.

3.7 Procedure for Submission of Bids

Interested Bidders / Agencies shall upload the tenders in prescribed form in two parts. Part-I tender will contain the Bidders' covering letter, Bidders' additional documents, if any, and documents as indicated in Annexures. Part – II tender will contain price/financial bid only.

3.7.1 Technical Bid

- (a) Prices/ additional conditions must not be indicated/ included in the Technical Bid.
- (b) EMD shall be part of Technical Bid

3.7.2 Financial Bid No conditions should be indicated in the Financial Bid.

3.8 No conditional/ optional quote shall be accepted.

3.9 Bidders shall not be permitted to alter or modify their Bids after receipt of Bids.

3.10 Receipt of Bids - The Bids will be accepted till the schedule time and date as given in "schedule of tender"

3.11 Opening of Technical Bid

The Technical Bids will be opened on the scheduled time and date as referred to Schedule of Tender (SoT) at Reserve Bank of India, Dehradun. The Bidders or their authorized representatives may remain present, if they so desire.

3.12 Scrutiny of Technical Bid

3.12.1 Technical bids shall be evaluated as per already established procedures of the Bank and in line with eligibility criteria mentioned at para and other conditions mentioned in the tender document.

3.12.2 The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question.

3.12.3 If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his Bankers report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of the tender. The Bank is not bound to assign any reason for doing so.

3.13 Opening of Financial Bid

The financial Bids will be opened on the scheduled time and date as referred to Schedule of Tender (SoT) at Reserve Bank of India, Dehradun. The short-listed Bidders or their authorized representatives may remain present for opening of financial bids, if they so desire.

3.14 Scrutiny of Financial Bid

The Financial Bid shall be evaluated on the basis of lowest price quoted, tender conditions and the Bank's established norms/rules. In case of tie between the bidders (two or more bidders quoting equal rates for the captioned work) the Bank shall split the work in equal parts, seek consent of all such bidders to continue with the splitted work and only after receiving written confirmation from the willing bidders, the work shall be awarded accordingly from the date of award of work till 31 March 2027 at first instance. Subsequently, the contract shall be renewable for two financial years (one year at a time) for FY 2027-28 and 2028-29 subject to, the satisfactory performance of the contractor during the 2026-27, 2027-28 and other terms and conditions detailed in the tender document. The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question

3.15 The Bank reserves the right to accept any Bid and to reject any or all Bids without assigning any reason for the same

The Bank reserves the rights to vary the Schedule/Scope of Work at the time of award of work order or signing of Contract or any time during the currency of the contract.

Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank may not assign any reason for rejection of any or all Bids. The Bank reserves the right to cancel/ annul the selection process, at any stage prior to the award of the contract on account of the following:

- (a) in case no Bid is received
- (b) occurrence of any event due to which it is not possible to proceed with the selection process
- (c) evidence of a possible collaboration/ collusion/ mischief on part of Bidders, impacting the competition and transparency of the selection process,
- (d) any other reason including non-compliance with the tender terms & conditions, which in the opinion of the Bank necessitates the cancellation of the selection process

On occurrence of any such event, the Bank shall also promptly return the EMD submitted by the Bidders within reasonable time. The Bank is not obligated to provide any reason or clarification to any Bidder on this account. Liability of the Bank under this clause is restricted to returning the EMD and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.

The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

3.16 Settlement of Disputes and Arbitration:

All unresolved disputes arising shall be subject to the jurisdiction of the appropriate court in Dehradun and will be governed by the relevant statutory provisions in force in India

Any claims, dispute and or difference arising out of or relating to this contract like specifications, estimates, instructions, orders, quality of workmanship or materials used on the work, interpretation of the terms mentioned in the tender document, validity or termination of this Agreement etc. will be resolved through joint discussion among the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Regional Director, Reserve Bank of India, Dehradun. In case the Agency does not agree to such appointment, both the parties will appoint an arbitrator each and the arbitrators then will appoint the Presiding Arbitrator. The Arbitrator may give interim awards and/or directions, as may be required. The award of the Arbitrator/panel of

Arbitrators shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. In case of any unresolved dispute between the Agency and RBI it shall fall within the jurisdiction of the courts in Dehradun, Uttarakhand and will be governed by the relevant statutory provisions in force in India.

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The place of Arbitration shall be Dehradun.

3.17 Minimum wages

(a) Rates quoted by the Bidders should be in accordance with the provisions of Contract Labour (Regulation and Abolition) Act, 1970/ Minimum Wages Act. The Successful Bidder shall ensure payment of minimum wages to the workmen employed by them. Payment should be made through NEFT to the Bank account/s of the workmen and Successful bidder shall maintain a register of wages and shall issue a wage slip to every workman employed by them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970.

Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment and bank details shall be produced with the bill to be submitted to the Bank for payment to the Vendor. No cash payment by the company/Successful Bidder shall be made to their employees.

The bidders shall follow Minimum Wages Act and all other applicable laws, rules and regulations, statutory requirements. Minimum wages and/ or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e., effective from 1st April and 1st October every year and any other random revisions (if any) for 'Industrial Workers' – 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING' for 'Area B'. The bidders shall keep in mind the latest wage structure while offering rates.

(b) The Successful Bidder has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to all the labourers of all descriptions to be engaged by it for completion of that particular job/ work at the rate which is not less than minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities.

(c) The Successful Bidder shall indemnify the Bank and keep it indemnified against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employee Provident Fund Act 1952, Employees' State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act 1970 or any other such labour law/ statute in force in this regard. The Successful Bidder only shall be responsible for liabilities, if any, in this regard.

(d) The Successful Bidder shall, inter-alia, also follow the Sub-section 5(1) 'Time of payment of wages' of Payment of Wages Act, 1936, as per which –

The wages of every person employed upon or in —

(a) industrial establishment or commercial establishment upon or in which less than one thousand persons are employed, shall be paid before the expiry of the seventh day.

(b) any other industrial establishment or commercial establishment shall be paid before the expiry of the tenth day, after the last day of the wage-period in respect of which the wages are payable.

(e) The Bank will also insist to the Successful Bidder for Bank account payment details and other related documents of labourers and it will furnish such details/documents of engaged labourers as proof of payment on enquiry.

(f) **The Bank requires the Successful Bidder to submit the monthly bills along with all the necessary supportive documents by 10th of following month which will be paid within 60 days (at max, in any case) from the date of submission of complete and proper bill.**

3.18 Insurance in respect of damages to Persons and Property:

The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor. **Thus, the contractor needs to undertake the following insurance policies, in the joint names of the Employer i.e., Reserve Bank of India and the Contractor with the name of the former being placed first in the policy, mandatorily before commencement of the work.**

a) Workmen Compensation Policy for all workmen deployed at site

b) Third Party Liability Policy as per following details:

- (i) For injury to persons – minimum ₹ 2 Lakh per person per accident
- (ii) For damage to property – minimum ₹ 5 Lakh per accident

Note:

- These policies shall be valid till the completion of the work. If the Successful Bidder does not provide these policies, the Bank reserves the right to take the above insurance policies and recover the cost thereof from the bill of the Successful Bidder.
- The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.
- The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.

3.19 Signing of Contract Agreement

The General instructions to the Bidders and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the Bidder and the work order placed shall be the basis of the final contract to be entered into with the Successful Bidder. On receipt of intimation from the Bank of the acceptance of his/their tender, the Successful Bidder shall be bound to implement the Contract and within **14 days from the date of issue of work order**, the Successful Bidder shall sign an agreement in accordance with the draft agreement on non-judicial stamp paper/s of appropriate value. The cost of the stamp paper/s shall be borne by the contractor (One Certified copy of the agreement will be handed over to the contractor by the Employer). The format of Articles of Agreement is provided in the tender document. Notwithstanding the signing of the agreement, the written acceptance by the Bank of the tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed. The cost of necessary stamp paper as per Stamp Act for execution of the agreement shall be borne by the Successful Bidder. No payment for the work done will be made unless contract is signed by the contractor. The Successful Bidder shall not sublet any portion of the contract without the permission of the bank.

In case of breach of these conditions, the Bank may serve a notice in writing on the successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to its other remedies against the successful Bidder. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD

deposited shall be forfeited. Further, the Bank reserves the right to debar such persons/ agencies/ companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give such bidders a seven days' notice to show cause (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person/ agency/ company. The decision of Regional Director, Dehradun shall be final in this regard.

3.20 Right to Accept Part Tender: The Bank reserves the right to accept the tender either in whole or in part.

3.21 It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.

3.22 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and invoke the Bank Guarantee submitted.

3.23 Taxes/ Duties/ Levies: The prices quoted shall be inclusive of GST and all other taxes, local levies etc. imposed by Central/State Government/Local Bodies. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. The GST is applicable on this contract and this shall be paid on the applicable components at applicable rates.

3.24 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.

3.25 Employment of child labour is strictly prohibited and will lead to immediate termination of the contract. Weekly holiday must be given to all housekeeping staff (which should be strictly adhered to) as per Statutory Requirement without affecting services. No extra payment will be considered other than rates quoted by the firm. Similarly leave must be given to the workers as per labour laws with an alternative arrangement.

3.26 Facilitating Service beyond Office hours:

Besides normal working hours, the Bank also functions, at times, on odd working hours. If required, the Contractor shall facilitate the maintenance service beyond office hours. The working hours for the workers deployed during that period shall be informed by the Bank. Please note that the said arrangement shall be made by the Contractor within the manpower approved for this contract. No extra payment to the workers shall be made by the Bank. The Bank will not provide any accommodation to the employee engaged by the Contractor. The Contractor must bear all liabilities of his/her employees including transportation costs even when the workers are called for duty on odd hours. The Bank will not bear any liability towards conveyance charges and accommodation of the workers.

3.27 Revision of the contract amount during the financial year:

For Labour Component, the Bank shall compensate the Contractor for any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time and the associated liabilities like Bonus, PF and ESI components shall also be compensated accordingly.

3.28 Renewal of the Contract:

The period of contract is from the date of award of work till March 31, 2027. The said contract is renewable for two subsequent financial years i.e. 2027-28 & 2028-29 subject to the satisfactory performance of the contractor during the 2026-27, 2027-28 and other terms and conditions detailed in the tender document. The escalation in the contract amount during

renewal shall be considered as follows:

(i) For "Labour Component", the Bank shall give the Contractor extant Minimum wages (prevalent at the time of renewal) as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment and the associated liabilities like Bonus, PF and ESI components.

(ii) For "Cost of consumables and Annual cost of inspection service of chillers" mentioned under Non-Labour Component, on renewal of contract, the revision of rates may be done on the basis of cost escalation. The percentage increase in cost of consumables excluding taxes may be calculated by using the below formula –

$$\mathbf{AC = AP (15 + 85 \times (CPIc/CPIp)) \times 1/100}$$

where, AC and AP are revised price [current year] and present price [previous year], respectively and CPIc and CPIp are Consumer Price Index for Industrial workers for all India for 6 months prior to the commencement date of contract for the current year & previous year, respectively.

(iii) For "Profit & Service Charge " mentioned under Non-Labour Component, it shall remain **unchanged** during the whole tenure of the contract and during/ upon renewal of contract (if any), irrespective of the change in total labour cost and cost of consumables.

Place:

(Signature of the Bidder with stamp)

Section VII – Special Conditions of the contract

4.1. Technical and Financial bids will be evaluated as per the details provided in the tender document

4.1.1 Technical Bid:

The Bank would examine and evaluate received Technical Bids, as per the proposal submitted by the Bidders in line with the Bank's requirement mentioned in Scope of Work.

4.1.2 Financial Bid:

(a) The Financial Bid shall be evaluated on the basis of lowest price quoted, tender conditions and the Bank's established norms/rules. In case of tie between the bidders (two or more bidders quoting equal rates for the captioned work) the Bank shall split the work in equal parts, seek consent of all such bidders to continue with the splitted work and only after receiving written confirmation from the willing bidders, the work shall be awarded accordingly from the date of award of work till 31 March 2027 at first instance. Subsequently, the contract shall be renewable for two financial years (one year at a time) for FY 2027-28 and 2028-29 subject to, the satisfactory performance of the contractor during the 2026-27, 2027-28 and other terms and conditions detailed in the tender document. The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question.

(b) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

4.2 **Renewal of contract**

The period of contract for is from award of work to end of financial year or as specified by the Bank in the final work order. The said contract is renewable for two subsequent financial years (one year at a time) subject to the satisfactory performance of the contractor during the tender award year and other terms and conditions detailed in the tender document. **In case, the Bank is of the view that satisfactory services are not being provided by the successful bidder, the Bank may terminate the contract by giving one month's advance notice in writing.**

4.3 **Non-disclosure**

The Successful 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 Successful Bidder during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Successful Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Successful 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 Bank. The Successful Bidder shall indemnify the Bank for any loss suffered by it 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 Successful Bidder and the Bank shall be entitled to claim damages and pursue legal remedies. The Successful 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 Successful Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

4.4 **Identification and Verification of personnel/ employees**

4.4.1 Successful Bidder shall provide identity cards to its employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all the times they are working in Bank's premises.

4.4.2 The Successful Bidder shall obtain Police Verification Report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size

photographs before engaging them for duty in Bank's Premises. A copy of the Aadhaar card of such persons along with police verification report will be furnished to the Bank before their deployment in the Bank's premises.

4.5 Penalty Clause

Deficiency for the purpose of this clause shall mean a deficiency in the performance of service(s) as mentioned in the Scope of Work including deployment of minimum resources / average monthly resources (whichever is applicable), poor quality of service, quantity and quality of material/consumables/chemicals, efficiency of any service(s), non-compliance of statutory provision(s) or non-compliance of any of the document condition(s).

The Bank/ authorized Bank Official on observing any deficiency may inform/advise the supervisor / representative of the Contractor to rectify the same. If the deficiency(ies) still persists even after repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 07 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, the Bank shall take cognizance of the same before taking a final decision to impose penalty(ies) in respect of deficiency(ies). The decision of the authorized Bank official with regard to any deficiency in service and penalty(ies) for such deficiency(ies) shall be final and binding on the contractor.

1. Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Agency is in breach of the obligations as per this Agreement. If the breach is such that the same can be rectified, the Agency is given 07 (seven) days' notice for rectification of the deficiency. Once the service provider has rectified the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that; such withheld amount shall not earn any interest.

2. Deductions from Payment: The Bank may deduct from the Agency's bill, amounts on account of claims of penalty as per the tender document / agreement (SLA), costs or claims, losses, damages, defective services carried out by the Agency, etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Agency. In case the Agency fails to rectify the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Agency's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

3. Operational Working Penalty: Working penalty limiting to the operational requirements are specified as follows:

Sr. No.	Nature of Default	Failure Tolerance Level	Risk	Penalty per Month
1.	Misbehaviour by the deployed Staff with any employee / visitors, etc.,	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
2.	Misuse of the Bank property/equipment.	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
3.	Service quality being not satisfactory.	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
4.	Failure to deploy 100% staff	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.

5.	Non-replacement / restoring of Inferior quality material / repair	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
6.	Staff not in Proper Uniform at all the times.	Zero	Medium	2 % to a Maximum of 7 % of the monthly bill value.
7.	Non-deployment of essential tools / tackles / machinery	Zero	Medium	2 % to a Maximum of 7 % of the monthly bill value.
8.	Staff found Missing from the duty / left work incomplete, late reporting, etc.,	Zero	Medium	2 % to a Maximum of 7% of the monthly bill value.
9.	Non-wearing of ID cards	Zero	Low	0.5 % to a Maximum of 5 % of the monthly bill value.
10.	Failure to produce wage statement	Zero	Low	0.5% to a Maximum of 5% of the monthly bill value.

4. Working Penalty (Statutory compliances): Working penalty limiting to the statutory compliances are specified as follows:

S. No	Statutory requirements	Failure Tolerance Level	Risk	Penalty per Month
1.	Shall comply with the statutory requirement regarding maximum number of services of 8 hours per day	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
2.	Failure to comply with the Applicable Contract labour laws / other laws/acts and maintaining the documents related to such laws/acts	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
3.	Deploying the Staff/ employees without giving weekly-off.	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
4.	Non-production of proof of credit of salary to the staff along with monthly bills	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
5.	Non-submission of All risk policy / Insurance Policy	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
6.	Non-submission of Police verification of staff	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.

7.	Statutory fulfillment documents (EPF/ESI payment, salary disbursement etc.) to be provided on time i.e., along with monthly bills	Zero	High	5 % to a Maximum of 10 % of the monthly bill value.
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5. Penalty per Month:

Risk Category	High Risk	Minimum 5% to a Maximum of 10% of the monthly bill value.
	Medium Risk	Minimum 2% to a Maximum of 7% of the monthly bill value.
	Low Risk	Minimum 0.5% to a Maximum of 5% of the monthly bill value.

Implementation: The above-mentioned default is to be monitored by the Estate Department, RBI, Dehradun and to process the penalties if any. The Bank may consider waiving off (by getting due approval from the Head of the Office) any penalty after getting a request from the agency and only if it is satisfied that the reasons cited by the agency is genuine and beyond its control. The Bank's decision in this regard shall be final.

4.6 Payment Conditions:

The charges quoted must cover (i) total cost of manpower deployed (ii) Cost of consumables. Profit & Overheads shall be payable in the monthly bills as per actual work done basis subject to submission of proper invoice with all documents i.e. EPF, ESIC statement, Statement of Salary disbursed to the employed staff etc., and subject to satisfactory performance. The payment thereon will be made on monthly basis after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

Salary of the employees shall be disbursed through NEFT only to their Bank account and a copy of the NEFT payment shall be produced to the Bank with the submission of the bill for payment to the vendor.

4.7 Force Majeure:

The Bidder/ Successful Bidder shall not be liable for forfeiture of its EMD/ Security Deposit (Performance Bank Guarantee - PBG) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder/Successful Bidder and not involving the Bidder's/Successful Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Bank will decide whether delay or failure on the part of the Bidder/Successful Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Bidder/Successful Bidder and will not be open to question before any court / forum in any proceedings.

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

In case, the Bank wishes to terminate the contract other than reasons mentioned above, they may do so by giving one month's advance notice in writing with or without assigning any reason and incurring any liability / obligation towards the successful bidder, thereof.

4.9 Termination of Contract by Contractor

4.9.1 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.

4.9.2 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 17 hereof.

4.9.3 In case, the successful bidder wishes to terminate the contract other than reasons mentioned in this clause, at any point of time during currency of the contract, they may do so after assigning valid reasons and three months' advance notice to the Bank in writing. In such scenario, the PBG / Security Deposit shall be released only after completion of claim period mentioned therein and all the contractual / tender obligations pending on the part of the successful bidder.

4.10 Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which the Bank is or will be entitled to take or seek.

4.11 Patents:

The Successful Bidder shall indemnify the Bank against all claims in respect of patent rights and shall defend all actions arising from such claims and shall itself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

4.12 Performance Bank Guarantee (PBG):

On award of contract, **the Successful Bidder shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Performance Bank Guarantee from any Scheduled Bank or transfer an amount equivalent to the PGB through NEFT/RTGS to the account number mentioned by the Bank at para 3.5 above or withholding of an amount equivalent to the PBG from the monthly bills, with explicit written consent regarding such withholding of amount from the successful bidder to the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. This amount must be valid at least till the completion of contractual obligations or submission of PBG in its real form (i.e., issued by the scheduled bank) within 14 days from the date of issue of work order.** The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be valid at least till the currency of the contract with a minimum claim period of three months from the expiry of validity.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the Successful Bidder deposits such amounts by cheque/Demand Draft/NEFT within ten (10) days of issue of demand notice by the Bank.

4.13 Adherence to Safety Code:

The Successful Bidder will have to adhere to the safety code as detailed below:

a) The Successful Bidder shall follow the safety regulations as prescribed in the tender and Indian Standards. It shall provide necessary safety appliances to its employees as instructed by the Bank depending upon the nature of work. All model safety rules, issued by safety section, from time to time shall be strictly followed.

b) First-aid appliances/kits, adequate supply of sterilized dressings and cotton wool, shall be

maintained in a readily accessible place.

c) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

d) Any person found under the influence of alcohol or any intoxicating drugs on duty is unfit for duty and should not be allowed to work.

e) There may be venomous reptiles and insects in the green areas where AMC work is to be carried out. Utmost care shall be taken by the Successful Bidder throughout the contract period to prevent accidents.

4.14 Employment of Staff and employees:

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilment of the obligations under the contract until the expiry of the contract.

The Bank shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Bank to be undesirable. Such person shall not be employed again at works site without the written permission of the Bank and the persons so removed shall be replaced as soon as possible by competent substitutes.

The following acts by the staff engaged will cause the Bank or the Contractor to initiate strict action against that employee –

(i) Wilful disobedience, (ii) Theft/Fraud/Dishonesty, (iii) Habitual late attendance, (iv) Habitual indiscipline, (v) Drinking and Smoking in the premises, (vi) Sleeping on duty etc.

4.15 All relevant Statutory Laws to be complied with by the Contractor:

a) The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central Govt.) Rules, 1950.

b) The contractor shall also comply with the provisions of the undermentioned statutes/acts:

Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, Employees State Insurance Act 1948, e) Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees Liability Act, 1938, Employment of Children Act 1938, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Maternity Benefit Act 1961 and the Rules there under or any other laws /Rules/ Acts as applicable to the contract workmen from time to time.

c) The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable. Any failure to fulfil these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.

4.16 Other responsibilities of the Successful Bidder:

- Successful Bidder shall maintain co-operation with other vendors and labourers engaged by the Bank so that all kinds of works of the Bank may run smoothly.
- Successful Bidder shall obtain feedback from the residents on quarterly basis for all the works being done by them format of which shall be provided separately.
- Apart from this contract, the Bank, on its own discretion, may chose (but not be liable to) the agency for assignment of miscellaneous electrical/ civil/ general works of painting, false ceiling repair, etc. to which it shall not refuse and shall ensure completion of these tasks in a timely

manner as such works need to be done within certain timelines. It may be noted that separate work order and compensation will be given for such works, if any.

4.17 Abiding by the provisions of Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 at workplace:

- a) The Successful Bidder shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at workplace (Prevention, Prohibition & 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 Successful Bidder the Successful Bidder shall ensure appropriate action under the said Act in respect of the complaint.
- b) 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.
- c) Successful Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Successful Bidder, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Successful Bidder is proved.
- d) The Successful Bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The Successful Bidder shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

4.18 A bidder is liable for debarment/disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of Integrity:
 - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
 - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) obstruction of any investigation or auditing of a procurement process.
 - h) making false declaration or providing false information for participation in a tender process or to secure a contract.
 - i) failed to disclose conflict of interest.
 - j) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence-(a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Successful bidder shall submit an undertaking regarding declaration of debarment by public institutions.

I/ We hereby declare that I/ We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the abovementioned Contract is entrusted to me/us.

I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

I/We agree that the Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.

I/We have gone through the terms and conditions and these are agreed by me/us.

Place:

(Signature of the Bidder with stamp)

Date:

Name:

Section – VIII Documents to be uploaded by the bidder with the Tender on MSTC website

Sr. No	Documents to be furnished
1	The Bidders shall deposit EMD of ₹38,641/- by NEFT with their Bid. EMD A/C No- 186003001 Reserve Bank of India, IFSC Code - RBIS0DNPA01 (5th & 10 th being zero)., Branch Name – Dehradun
2	Signed copy of tender document
3	Form of Tender
4	Details of Bidder
5	Any other relevant document(s) sought in this tender document

Section IX - Safety Code

1. There shall be maintained in a readily available place, First Aid appliance including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground / floor.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed in mixing and handling material / chemicals etc., shall be provided with protective footwear and rubber hand gloves.
9. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 meters from ground level.
10. (i) No paint / chemicals containing lead products shall be used except in the form of paste or readymade paint.
(ii) Necessary PPE kits, facemasks, hand gloves, boots, etc. should be supplied for use by the workers.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
14. A certificate stating that all the tools, equipment, safety gears, machinery etc., are in order, based on periodical check by the contractor / authorized person of the contractor.

Section X – Fire/Electrical Safety Code

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables / wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e., welding, drilling, cutting machine, air compressors etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended and issued by fire officers should be kept on the site.
- vii. Used chemical / paint drums shall be stored in specified store only after closing them properly.
- viii. None of the passages near lift lobby and staircases shall be used for stacking/ dumping any kind of materials / waste / debris.
- ix. None of the fire extinguishers shall be removed / shifted from its designated location.
- x. The power supply shall be switched off from the mains when equipment is not in use.
- xi. Any dust/garbage/debris generated from the work shall be collected on a daily basis, removed from site and stored/disposed of at the designated place in proper manner.
- xii. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- xiii. All the electrical / mechanical / electromechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

Section XI – Commercial Conditions

Sr. No.	Description	Bank's	Acceptance of Bank's terms (YES/NO)
1	Validity of Tender	90 days	
2	EMD	EMD of ₹38,641/- to be remitted using NEFT (UTR number to submitted along with the Technical Bid).	
3	Terms of payment	Payment will be made on Monthly and actual work done basis subject to submission of proper invoice in all aspects. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.	
4	Scope of work	As per the tender document	
5	Penalties	As per clause 4.5 of Section VII of the tender document	
6	Performance Bank guarantee (to be submitted by the Successful Bidder) at the time of award of the work	As per clause 4.12 of Section VII of the tender document	

Place

Signature of Bidder

Date

Name

Seal of the Bidder

Designation

Annexure I - Basic Information

Sl. No	Description	
1.	Name of the organization / bidder and address of the registered office with telephone / Mobile phone number and E-mail ID.	
2.	Address of the office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-charge.	
3.	PAN number. (Please upload copy of PAN Card).	
4.	GST Registration No. (Please upload copy of Registration Certificate).	

Date:

Place:

Signature of the bidder with seal & address:

Annexure II – Format of Performance Bank Guarantee (On Non-Judicial Stamp Paper of appropriate value)

Place:

Date:

To

The Regional Director

Reserve Bank of India

Estate Department

Plot No. 16-17, IT Park

Sahastradhara Road

Dehradun- 248013

Dear Sir,

Name of Work:Ref.: NIT/Advt.No. date

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") and its Regional Office at Dehradun (hereinafter referred to as RO Dehradun) has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas we, _____ (Name of the Bank), (hereinafter called "the Bank"), are aware that an agreement dated _____ has been executed between the Reserve Bank of India and the contractor and in terms

of clause _____ of the said agreement, the contractor is required to submit to RBI a Performance Security for a total amount of ₹(Rupees _____ only)

(Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

AND Whereas, we, (Name of the Bank), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors,

Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed the obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, an amount that may be demanded by the RBI, subject to a maximum of ₹ _____ only.

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor We further agree that the guarantee herein contained shall continue to be enforceable till this sum due to the RBI is fully paid and claims satisfied or till the RBI discharges this Guarantee.

4. We further undertake not to revoke this guarantee during its currency without the previous consent in writing of the RBI.

5. We hereby further agree that –

a) RBI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Contractor. The Bank shall not be released from its liabilities under these presents by any exercise of RBI of the liberty with reference to the matter aforesaid. Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations to the satisfaction of RBI and in the event of their failure to do so, by payment of the sum not exceeding ₹ _____ (Rupees _____ only) by us.

b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only). c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to -----.

e) The notice demanding payment can be issued by RBI on the following address of the issuing Bank. i) Postal address ii) Email address iii) Facsimile

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

For and on behalf of
Bank official

(Name of the Bank) Signature of authorized

Name: Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature Name

Address

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

Annexure III - Proforma for undertaking for Minimum wages and other statutory perquisites

(To be submitted along with Part-I of tender)

To

The Regional Director

Reserve Bank of India

Estate Department

Dehradun – 248013.

Dear Sir/ Madam,

Name of work: _____

We, M/s _____ (name of the firm/establishment), do hereby undertake that we shall adhere to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, code on wages 2019 as amended from time to time and any other applicable statutory provision with respect to wages, perquisites and any other benefits and facilities to the workmen deployed by us under the captioned work.

1. In this context, we (name of the firm/establishment) also undertake/confirm that the higher of the minimum wages, declared by the Central Government and Maharashtra Government from time to time shall be paid along with the applicable arrears. We shall also be liable to pay the following statutory perquisites to the employees engaged by us in connection with the captioned work.

S. No.	Description	To be filled by tenderer
1	Minimum wages (higher between the Minimum wages declared by Central Government or Uttarakhand State Government) latest published (Basic +VDA)	
2	No of days per month considered for payment to the manpower deployed	
3	HRA {please indicate % of (Basic +VDA)}	
4	Bonus {please indicate % of (Basic +VDA)}	
5	Employer Contributions	
	a Employee state insurance (ESI) {please indicate % of (Basic +VDA +HRA)}	

	b	Employees Provident Fund (EPF) {please indicate % of (Basic +VDA)}	
6		Other perquisites please indicate % of (Basic +VDA)	

2. We M/s. _____ (Name of the firm/establishment) also undertake that if there is any additional statutory obligation with respect to the captioned work, is applicable on us due to change of the status / standing of our firm / Number of manpower deployed, we shall continue to fulfil the increased obligation within the quoted rates / the rates revised as per the formula indicated in the tender without any additional claim.

Place:

Signature and seal of the Tenderer

Date:

Name:

Tender - Part II

Price Bid

For

Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning)
System including Inspection Service contract for Chillers at Reserve Bank of India,
Dehradun

PART-II Financial Bid
(Schedule of Quantities)

(Price should not be quoted here and should only be quoted online in the MSTC portal)

Contractors are advised to quote their rates after the sites visit confirming to the conditions and the detailed scope of work stated in Part-I.

Name of the Firm:

Address:

Contact Details:

Note: Please read the terms conditions & Important Instructions of Part II before filling the Bid

Operation and Routine Maintenance of HVAC (Heating, Ventilation, and Air Conditioning) System including Inspection Service contract for Chillers at Reserve Bank of India, Dehradun						
	a	b	c	d	e	f
Sr. No.	Type of employees	Type of Labour	No. of employees	No. of working days in a year	Minimum wages per day (as per MoLE, Govt. of India for B area, as on 01/04/2026 i.e.: (Basic)+(VDA)) (in ₹)	Wages per annum (in ₹) c*d*e
Header A - Labour component [EXCLUDING GST] - Rates quoted must be for one year and exclusive of all taxes. The bidder must quote prices as per format prescribed here in Part II as available in MSTC portal.						
1	Supervisor / BMS Operator	Highly Skilled	1	312	1008	314496.00
2	Electrician cum HVAC Operator	Skilled	1	312	918	286416.00
3	Helper	Semi-Skilled	2	312	781	487344.00
4	<i>Bonus @ 8.33% on 'A' Calculated for 02 (total semi-skilled employees) x Yearly salary x 8.33% Bonus (payable only for employees receiving salary upto ₹ 21,000/- per month or any amount specified by authority from time to time. Hence, currently applicable for Semi-skilled only)</i>					40595.76
5	<i>EPF @ 13% (includes admin. Charges) on 'A' Calculated for 04 (total employees) x 15000 (monthly ceiling) x 12 months x 13% EPF contribution (subject to maximum ceiling of ₹ 15000/ salary per month or any amount specified by EPFO from time to time)</i>					93600.00
6	<i>ESIC @ 3.25% on 'A' Calculated as 02 (total semi-skilled employees) x Yearly salary x 3.25% ESIC (Payable only for employees receiving salary upto ₹ 21,000/- per month or any amount specified by ESIC from time to time. Hence, currently applicable for Semi- skilled worker only)</i>					15838.68
Total amount for Header-A (Labour Component) per annum i.e., Sum of 1 to 6						1238290.44

Header B: Non-Labour Component [EXCLUDING GST] - Rates quoted must be for one year and exclusive of all taxes. The bidder must quote prices as per format prescribed here in Part II as available in MSTC portal.

7	Annual Cost of Inspection Service of Chillers on Quarterly Basis (Quote Amount in ₹)	
8	Cost of consumables (Quote Amount in ₹) - cost towards supply of basic consumables required in the operation and mentioned in Section III, machinery, tools, cost of new uniform twice in a year to the personnel engaged, safety shoes, cost of providing one set of matching raincoats in Monsoon, cost of providing one matching jacket in Winters, safety shoes, cost towards taking insurance policies, transportation costs, lifting of debris, & all other incidental costs etc. – Must not be less than Re. 1/-	
9	Profits / Overheads. (Quote Amount in ₹)	
10	Service Charge (Quote only percentage) – Not less than 3% of Total of Header A + Annual Cost of Inspection Service of Chillers on Quarterly Basis + Cost of consumables	
Total amount for Header-B (Other Components) per annum i.e., Sum of 7+8+9+10		
Total (Total of Header A + Header B)		
Applicable GST on (Total of Header A + Header B)		
Grand total (Total of Header A + Header B + GST) per annum -		
The bidders are required to quote only percentage (%) in Service Charge and GST Columns. The MSTC system shall automatically calculate the Grand Total , inclusive of all.		

Terms Conditions & Important Instructions

- a. The Bank will only reimburse extant minimum statutory mandatory payment, as applicable, made by the vendor to their workers towards Employee State Insurance (ESI), Employee Provident Fund (EPF), Bonus [and extant administrative charges], as per details given below-
 - EPF @ 13%
 - ESI contribution @ 3.25%
 - Bonus @ 8.33%
- b. The quoted cost of consumables must not be less than Re. 1/-.
- c. Service Charge must not be less than 3% of Labour Component + Annual Cost of Inspection Services of Chillers + Cost of Consumables.
- d. **In case, any or all of these conditions (mentioned at b&c above) are not satisfied, the bid is liable to be rejected.**
- e. Agency must submit copy of proof payments of statutory dues and payments to manpower deployed in their respective bank accounts and the same to be submitted along with the monthly bills.

Place:

(Signature of Tenderer) Name and Address with seal