



रिज़र्व बैंक स्टाफ महाविद्यालय
RESERVE BANK STAFF COLLEGE
Administration Section, Chennai - 600 018

Empanelment of vendor for providing Photography / Videography services at Reserve Bank Staff College (RBSC), Chennai – 600 018

NOTICE INVITING TENDER

Reserve Bank Staff College invites e-tenders, under two-part system (part I and Part II - price bid) for the work of “**Empanelment of vendor for providing Photography / Videography services at Reserve Bank Staff College (RBSC), Chennai – 600 018**”, as per the Schedule of Tender (SOT). The tendering will be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>).

The estimated cost of work is ₹ 9.15 Lakh. The work shall initially be awarded for a period of nine months from July 01, 2022 to March 31, 2023 and shall be renewable as applicable and detailed in the tender document.

SCHEDULE OF TENDER (SOT):

a. e-Tender No.	RBI/RBSC/95/22-23/ET/95
b. Name of Tender	Empanelment of vendors for providing Photography / Videography Services at the Reserve Bank Staff College, No. 359, Anna Salai, Teynampet, Chennai – 600 018
c. Mode of Tender	e-Procurement System (Online Part - I – Pre-qualification criteria and Techno - Commercial Bid and Part - II - Price Bid only through www.mstcecommerce.com/eprochome/rbi)
d. Date of Notice Inviting Tender (NIT) available to parties to download	Saturday, May 28, 2022 from 11.00 a.m.
e. Earnest Money Deposit	₹ 18,300/- (Rupees eighteen thousand three hundred only) from each bidder except MSEs having Udyan Registration Number (Udyog Aadhar Memorandum Number)
f. Pre-Bid Meeting	Monday, June 06, 2022 at 11.30 a.m. (Venue: Conference Room, RBSC)
g. Estimated cost of the Tender	₹ 9.15 Lakh per annum (The estimate is based on the historical average of the expenditure incurred during the previous years before 2020-21, being the pandemic year.)



h. Last date of submission of EMD	Tuesday, June 28, 2022, at 1.00 p.m.
i. Date of Starting of e-Tender for submission of online Techno - Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	Wednesday, June 08, 2022, at 2.00 p.m.
j. Date of closing of online e-Tender for submission of Techno - Commercial Bid & Price Bid	Tuesday, June 28, 2022, at 2.00 p.m.
k. Date / Time / Venue of opening of Tender Part - I	Tuesday, June 28, 2022, at 3.00 p.m. at the Reserve Bank Staff College. (Part - II will be opened on a later date after evaluation of Part - I. Opening of Part - II will be intimated to only qualified bidders)

Tender document can be downloaded from RBI website - www.rbi.org.in - and www.mstcecommerce.com/eprochome/rbi. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The College reserves the right to reject any or all the tenders without assigning any reason thereof.

**Chief General Manager/Principal
Reserve Bank Staff College
359, Anna Salai, Teynampet
Chennai**



RESERVE BANK STAFF COLLEGE

CHENNAI - 600 018

ADMINISTRATION SECTION

Part I

e-Tender – No. RBI/RBSC/95/22-23/ET/95

for Empanelment of vendors for providing Photography / Videography Services at the Reserve College Staff College, No. 359, Anna Salai, Teynampet, Chennai – 600 018

Name of the Bidder _____

Address _____

Due Date and time of Submission of e-Tender: June 28, 2022 at 2.00 pm

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Notice Inviting Tender (NIT)

The Reserve Bank Staff College (hereinafter referred to as “the College”) invites e-Tenders from eligible companies / agencies / firms under the Two Bid System (Technical & Financial Bid) towards ‘**Empanelment for providing Photography / Videography Services at the Reserve College Staff College, Chennai**’ for the period from **July 01, 2022 to June 30, 2023**, as per the Schedule of Tender given in page 6. The Tendering will be done through the e-Tendering portal of MSTC Ltd., (<https://www.mstcecommerce.com/eprochome/rbi>). All interested companies / agencies / firms must register themselves with MSTC Ltd., through the above-mentioned website to participate in the tendering process.

Interested bidders should electronically submit their proposal, as per the instructions regarding e-Tender, along with all supporting documents, complete in all respects, **on or before June 28, 2022 up to 02:00 p.m.** Tenderers shall submit the tender proposal along with a refundable Earnest Money Deposit of **₹ 18,300/- (Rupees eighteen thousand three hundred only)**, as prescribed in the Tender. The technical bids (Part - I) of the Tender will be **opened electronically on June 28, 2022 at 03:00 pm**. In the event of any date indicated above being declared as a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part - II) of only those bidders who are found to be eligible on evaluation of their Part - I documents will be opened with due intimation to the eligible bidders via electronic mode only.

Tender document can be downloaded from the RBI website www.rbi.org.in, under tender section and www.mstcecommerce.com. Any Amendment(s) / Corrigendum / Clarification(s) with respect to this Tender shall be uploaded only on the website / e-portal and will not be published in the newspaper. The Tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The College shall have the right to modify the tender and extend the deadline for submission of tender. Further, the College is not bound to accept the lowest Tender and reserves the right to accept any Tender, either in full or in part. The College reserves the right to reject any or all the Tenders without assigning any reason thereof.

Chennai
Date :-

Chief General Manager / Principal
Reserve Bank Staff College
No. 359, Anna Salai, Teynampet, Chennai

RESERVE BANK STAFF COLLEGE

ADMINISTRATION SECTION

CHENNAI

DISCLAIMER

The Reserve Bank Staff College (RBSC), Administration Section, Chennai, has prepared this document to give background information on the Tender to the interested parties. While RBSC has taken due care in preparation of the information contained herein and believe it to be in order, neither the RBSC or the Reserve Bank of India (RBI) nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

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

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SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RBI/RBSC// /22-23/ET/
b. Name of Tender	Empanelment of vendors for providing Photography / Videography Services at the Reserve Bank Staff College, No. 359, Anna Salai, Teynampet, Chennai – 600 018
c. Mode of Tender	e-Procurement System (Online Part - I – Pre-qualification criteria and Techno - Commercial Bid and Part - II - Price Bid only through www.mstcecommerce.com/eprochome/rbi)
d. Date of Notice Inviting Tender (NIT) available to parties to download	Saturday, May 28, 2022 from 11.00 a.m.
e. Earnest Money Deposit	₹ 18,300/- (Rupees eighteen thousand three hundred only) from each bidder except MSEs having Udyan Registration Number (Udyog Aadhar Memorandum Number)
f. Pre-Bid Meeting	Monday, June 06, 2022 at 11.30 a.m. (Venue: Conference Room, RBSC)
g. Estimated cost of the Tender	₹ 9.15 Lakh per annum (The estimate is based on the historical average of the expenditure incurred during the previous years before 2020-21, being the pandemic year.)
h. Last date of submission of EMD	Tuesday, June 28, 2022, at 1.00 p.m.
i. Date of Starting of e-Tender for submission of online Techno - Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	Wednesday, June 08, 2022, at 2.00 p.m.
j. Date of closing of online e-Tender for submission of Techno - Commercial Bid & Price Bid	Tuesday, June 28, 2022, at 2.00 p.m.
k. Date / Time / Venue of opening of Tender Part - I	Tuesday, June 28, 2022, at 3.00 p.m. at the Reserve Bank Staff College. (Part - II will be opened on a later date after evaluation of Part - I. Opening of Part - II will be intimated to only qualified bidders)
l. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway BY NEFT / RTGS in favour of MSTC LIMITED
m. Address for Communication	The Principal Reserve Bank Staff College No. 359, Anna Salai, Teynampet Chennai - 600 018 e-mail: principalrbsc@rbi.org.in

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions of this Tender before submitting their online Tender.

THE TECHNICAL BID AND THE COMMERCIAL BID (Part - I & Part - II) HAVE TO BE SUBMITTED ONLINE AT www.mstcecommerce.com/eprochome/rbi

Process of e-Tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. The Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to 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).

1). Vendors are required to register themselves online with www.mstcecommerce.com/eprochome/rbi → e-Procurement → PSU / Govt depts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated email confirming their registration in their email 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 person (RBI):

1. Smt V Sasirekha, Assistant General Manager (Administration)

044 – 48659634, vsasirekha@rbi.org.in

2. Shri. Narendra Bondre, Assistant Manager (Administration)

044-24302742, ncbondre@rbi.org.in

Email id:- principalrbsc@rbi.org.in

Contact person (MSTC Ltd.):

1. MSTC Helpline Numbers – 9499054101/02/03/04

2. Shri V Ganesh Moorthy – Mobile No. 9176616410, 044-28285095

Email id - mstcsro@mstcindia.co.in

B) 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).

All entries in the Tender should be entered in the Formats as specified above without any ambiguity.

Tenders will be opened electronically on the specified date and time as given in the Tender.

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 their Credit / Debit Card / Net Banking. Once the payment gets credited to the 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 the transaction fee.

NOTE – 1:

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 Email ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate). Vendors are advised to see Corrigendum, if any, before submitting their bids.

e-Tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-Tender:

- a) The process involves Electronic Bidding for submission of Technical and Commercial Bid (Part - I & Part - II).
- b) The bidder(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govt depts → Login under RBI → My Menu → Auction Floor Manager → Live Event → Selection of the live event.

- c) The bidder should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save / submit his / their Technical bid.
- d) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final Submission" button to register the bids.
- e) Bidders are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- f) 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.
- g) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) 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 Tender inviting authority will form a binding contract between Tender inviting authority and the Vendor for execution of work.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) The Tender inviting authority reserves the right to cancel or reject or accept or withdraw or extend the Tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the Tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions for the Tender. Any order resulting from this Tender shall be governed by the terms and conditions mentioned therein.

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

Vendors are requested to quote rates exclusive of GST for the tender. No change in quoted rates will be accepted.

MSTC portal will be available from June 08, 2022 to June 28, 2022 for uploading the documents and rates.

Section - I

Form of Tender

Place:

Date:

To

The Principal
Reserve Bank Staff College
No. 359, Anna Salai, Teynampet
Chennai – 600 018

Dear Sir

Empanelment for Photography / Videography services at the Reserve Bank Staff College (RBSC), Chennai.

I / We, having examined and understood the specifications, requirements and terms and conditions relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the 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 at the rates mentioned in the attached Price (Financial) Bid ([Annexure IV](#)) and in accordance, in all respect, with the specifications and instructions in writing referred to in the Articles of Agreement, General Instructions of the Tender – Eligibility Criteria, Broad Scope of Work, General Instructions – Terms and Conditions of the Contract, Price (Financial) Bid and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Empanelment for Photography / Videography services at the Reserve Bank Staff College, Chennai at No. 359, Anna Salai, Teynampet, Chennai - 600 018
(b)	Estimated cost	Rs. 9.15 lakh per annum, approximately, during the normal conduct of in house training programmes
(c)	Earnest Money	Rs. 18,300/- (Rupees eighteen thousand three hundred only)
(d)	Period of Contract	Initially, the contract will be awarded for a period till March 31, 2023. The tenure may thereafter be extended for further period subject to satisfactory performance / service rendered by the contractor.
(e)	Rates	Rates are to be quoted for Photography / Videography services as indicated in ANNEXURE IV .

2. I / we undertake to offer my / our services in conformity with the scope / nature of work and the terms and conditions set out in the Tender document. I / We confirm that the Tender submitted by me / us is conforming to all the terms and conditions mentioned in the Tender document.

3. Should this Tender be accepted, I / we hereby agree to abide by and fulfil the scope / nature of work and the terms and conditions set out in the Tender document, so far as they may be applicable or in default thereof to forfeit and pay to the College the amount mentioned in the said conditions.

4. Earnest Money Deposit (EMD) has been paid as per the instructions given under the Terms and Conditions, which amount shall not 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 / Reserve Bank Staff College.

5. I / We shall comply with the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and / or any other rules / regulations and / or statutes that may be applicable to them. The contractor shall indemnify the Employer against all claims which may be made upon the employer whether under the aforesaid statutes or any other statute in force during the currency of the contract.

6. I / We agree that our Tender remain valid for acceptance by the College for a period of 90 days from the date of opening of Part - I of the Tender or till the date of finalization of the Tender, whichever is earlier.

7. I / We, do hereby declare that there is no case with the Police / Court / Regulatory authorities against me / us. I / We have neither been suspended / delisted / disqualified by any organization for any reason nor any such proceedings are pending / contemplated. I / We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

8. All necessary documents, as stipulated in the tender, are uploaded.

9. I / We certify that all the information furnished by me / us is true to the best of my / our knowledge. I have no objection to the College verifying any or all the information furnished in this document with the concerned authorities, if necessary.

10. I / We understand that the College reserves the right to accept or reject any or all the Tenders in full or in part without assigning any reason there for.

Dated this _____ day of _____ 2022.

For and on behalf of M/s _____

(Signature with seal)

Name : _____

Designation : _____

Address : _____

: _____

Place : _____

Date : _____

Telephone No. : _____

Fax No : _____

E-mail : _____

Witnesses

(1) Signature with
Name, Address & Date _____

(2) Signature with
Name, Address & Date _____

Section – II

General Instructions of the Tender – Eligibility Criteria

1. E-Tenders are invited from reputed and well-established company / firm / agency for entering into 'Empanelment for providing Photography / Videography services at the Reserve College Staff College, No. 359, Anna Salai, Teynampet, Chennai – 600 018', initially for a period of 09 months, commencing from July 01, 2022 to March 31, 2023 and extendable for further short periods or for a period of two years (One year at a time) at the same rate / mutually agreed rate at the sole discretion of the College, depending on the performance of the Vendor. The e-Tender comprising duly filled in details of both Part - I and Part - II specifications of the Tender should be uploaded in the MSTC website under RBI portal **not later than 02:00 PM on June 28, 2022.**

2. Eligibility Criteria:

A. The bidder should have been in the business of photography / videography, at least for the last 5 years.

B. The bidder shall also possess eligibility as per the eligibility criteria given below:

S. No.	Eligibility	Documents to be uploaded
1.	Track record of the bidder shall be clean without any involvement in any illegal activities or financial frauds.	Declaration in the format (as per Annexure – IX) duly signed by the authorised signatory on behalf of the bidder, to be uploaded
2.	There shall not be any case with the Police / Court / Regulatory authorities against the bidder.	
3.	The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.	
4.	The bidder must not have been suspended / delisted / disqualified by any organization including the Reserve College Staff College, on any grounds.	
5.	The bidder should not have rescinded / abandoned any Contract awarded by any of his clients before the expiry of prescribed period of Contract. The bidder shall give details of all disputes he / she had with his / her clients and furnish the status thereof, in the absence of the same a declaration to that effect to be furnished in (Annexure – IX).	
6.	The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour Welfare and for other purposes such as ESI, EPF, PAN, GST etc., and shall submit details of the same in Annexure – III and upload the documentary evidences to this effect.	Copies of the relevant registration certificates to be uploaded. Annexure – III
7.	The Bidder shall have current account in a scheduled commercial Bank	Statement as per Annexure – V to be uploaded.
8.	Power of Attorney / Declaration duly authorizing the person on behalf of the bidder to sign the Tender related	Copy to be uploaded along with the Part - I

	documents and also to deal with Tender related matters as per Annexure – VI (Original to be submitted by the successful Tenderer to RBSC)	documents. Annexure – VI
Tenderers who qualify as above will only be eligible to Tender for the work. A Tender submitted by a firm, without uploading the above documents / details shall be liable to be rejected.		

Note 1: If the performance of the bidder is / has been found to be unsatisfactory for any reasons, whatsoever, in any organization including the Reserve Bank Staff College, Chennai, then the College reserves the right to reject the bids submitted by such bidder.

Note 2: The intending bidders shall have to satisfy the College with documentary evidence in support of their possessing required eligibility (as specified in ‘Eligibility Criteria’ para ‘2’ above) for participating in the Tendering process and in the event of their failure to do so, the College reserves the right not to process their Tender. For this purpose, the bidder shall be required to submit the mandatory information / documents in proof of their eligibility to take part in the Tendering process upto the last date.

C. Pre-qualification Criteria (with documentary evidence) Requirements specifying particulars

- i. The bidder should have a Certificate of Registration with Registrar of Companies/Registrar of Firms.
- ii. The bidder should have latest Audited Balance Sheet for the last 3 years with income tax return.
- iii. The bidder should have Permanent Account Number.
- iv. The bidder should submit proof of GST registration if registered with appropriate authority for GST.
- v. The bidder should have Current account in a scheduled commercial College.
- vi. The bidder should ensure that they fulfil the prequalification criteria before submitting the tenders. The tenders submitted by vendor who do not fulfil the prequalification criteria specified by the College will be summarily rejected.
- vii. The bidder will have to pay EMD via NEFT only. EMD of unsuccessful bidders shall be returned within 30 days from the completion of empanelment process. The EMD of the successful bidders will be retained and adjusted towards Security Deposit during the period of the contract.
- viii. At any point of time before/after the opening of the tender, if the documents or the information provided by the bidder are found to be incorrect, the application would be rejected. The College’s decision in this regard would be final.
- ix. If any adverse comments/complaints are received from the previous employer(s) against the bidder before completion of tender process, the College has the right to reject the tender without any prior intimation.
- x. The track record of the bidder should be clean and it should not have been involved in any illegal activity or financial irregularities.

- xi. Bidder(s) whose contract was/were terminated earlier by the College on account of unsatisfactory performance are not eligible to apply.
- xii. There will be no guarantee on minimum turnover for availing services. The order may vary depending on our requirements. The number of orders during the year 2020-21 and 2021-22 were very less, due to non conduct of inhouse training programmes because of covid pandemic. The resumption of inhouse trailing programmes may be in a limited and gradual manner.
- xiii. The Vendor shall not engage any agent or enter into sub-contract with any other vendor/s for providing services.
- xiv. As per the Abolition of Child Labour Act 2006, Vendor shall not engage a person below the age of 18 years.
- xv. The tenure of the empanelment will initially be for nine months and extendable further period of two years at the sole discretion of the College.
- xvi. No deviations / conditions shall be stipulated by the bidder in technical bids. Conditional tenders will not be accepted and will be summarily rejected.
- xvii. Falsification/suppression of information shall lead to disqualification of the bidder even after empanelment.
- xviii. Termination Policy:
 - a. RBSC reserves the right to levy penalty and even remove the vendor from empanelment with a notice of 10 days if there is deterioration in any kind of poor/ deficient service, fraudulent activities, etc. In case of any dispute in this regard, the decision of the College shall be final and binding. In such a scenario, the security deposit made will be forfeited.
 - b. RBSC also reserves the right to remove the vendor from empanelment by giving a notice of 30 days without assigning any reasons thereof.
 - c. Mutual Termination: The vendor who wish to exit from the empanelment shall give a notice by assigning the reason(s) thereof. On acceptance by the RBSC, the vendor shall be removed from the list after a period of 30 days from the day of acceptance by the RBSC.
- xix. Each bidder (each member in the case of partnership firm / joint venture/ consortium) is required to confirm and declare with the bid that no agent, middleman or any intermediary has been, or will be, engaged to provide services or work related to the award of this work. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the Price bid will not include any such amount. If the College subsequently finds to the contrary, it reserves the right to declare the vendor as non-compliant and shall remove the vendor from the empanelment.
- xx. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under relevant laws, as applicable, in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.
- xxi. No interest shall be paid on EMD/Security Deposit.
- xxii. In case the bidder has any doubts in the Tender document, he / she shall seek clarification from the Office of Assistant General Manager, Administration, RBSC,

Chennai not later than ten days before last day for submission of technical bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all vendors without disclosing the identity of the tenderer seeking clarification. All communication between the vendor and the College shall be carried out in writing via e-mail only. Except for any such written clarification by the College which is expressly stated to be an addendum to the tender document issued by the Office of Assistant General Manager, Administration, RBSC, Chennai, no written or oral communication, presentation or explanation by any other employee of the College shall be taken to bind or fetter the College under the contract.

- xxiii. Tenders not submitted as per the guidelines stated above are liable for rejection. Decision of the College in this regard shall be final.
- xxiv. Before submitting the tender, the tenderer may go through the general terms and conditions / pre-qualification criteria / general guidelines/ technical requirements on which the work will be awarded by the College and required to be executed by the vendor. The vendors may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the College 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. Application containing false or inadequate information is liable for rejection. The Principal, Reserve Bank Staff College, Chennai reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and such decision will be binding on all the parties.

3. Check List of the documents to be uploaded in Part - I of the Tender in respect of fulfilling their eligibility with suitable file names as indicated.

- i. Basic Information about the bidder in the prescribed format ([Annexure – III](#)) of Tender. *(The full particulars of the Company/Firm/Agency in details are required to be submitted. In case of a company, the copy of certificate of registration, Memorandum and Article of Association of the Company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any, and particulars of all the partners constituting the firm and in case of an agency or proprietorship, the particulars of the individual/individuals involved therein along with the names(s) and address(s) etc; are to be submitted.)*
- ii. Copy of GST Registration.
- iii. Copies of Audited financial statement for turnover for last 3 years, i.e., 2019-20, 2020-21 and 2021-22, Copies of Income Tax Clearance Certificates / Income Tax Assessment Orders / IT Returns along with latest Audited final accounts of the business of the bidder duly certified by a Chartered Accountant or certificate of turnover issued by a Chartered Accountant should be uploaded in proof of their credit worthiness and turnover for the last three years, i.e., 2019-20, 2020-21 and 2021-22 (File name eg: FS1, FS2 etc).
- iv. Declarations in respect of conditions at para 2 B (1 to 5) of the Tender, as per the format in [Annexure – IX](#).

- v. Details of Banker's as per [Annexure – V](#).
- vi. Proof of remittance of EMD In lieu of Earnest Money Deposit.
- vii. Copy of Power of Attorney as per [Annexure – VI](#) (Original to be submitted by the successful Tenderer to the College).
- viii. Any other information relevant to the proposed work.

• **Broad Scope of work -**

Selected Bidders will have to perform the following tasks/activities, as and when required:

- i. Photoshoot for less than one hour
- ii. Photoshoot for minimum one hour
- iii. Photoshoot for half-a-day, i.e. exceeding 3 hours
- iv. Group photos (12" x 8") printed and laminated
- v. Videography for less than 1 hour
- vi. Videography for minimum one hour
- vii.** Videography for half-a-day, i.e. exceeding 3 hours

Section – IV

General Instructions of the Tender – Terms and Conditions of the Contract

- 1. Submission and opening of Tender:** The e-Tenders shall be submitted in two parts viz; Part - I, containing details of pre-qualification criteria, technical and commercial details of the offer and Part - II containing the Financial bid, latest by 02:00 p.m. on June 28, 2022. Part - I of the Tender shall be opened at 03:00 p.m. on June 28, 2022. The Part - II – Financial Bid - of those bidders, who qualify the requirements of pre-qualification criteria as specified at Section - II of the Tender, will only be considered for opening. Decision in this regard will be at the sole discretion of the College. Date of opening of Part - II shall be intimated to the eligible bidders. The tenderer should sign and affix his / his firm's stamp at each page of the tender document and all the Annexes.
- 2. PRE-BID MEETING** - A pre-bid meeting will be held at **11:30 AM on June 06, 2022** at the Reserve Bank Staff College, Chennai for the benefit of the Tenderers to discuss / clarify anything about the Tender. No separate communication will be sent for this meeting. All the intending bidders are advised to be present. The requests for clarifications may be submitted in writing either prior to or on the day of the pre-bid meeting. **The clarifications sought by the bidders will be uploaded as Corrigendum by 2.00 pm on June 07, 2022 (Tuesday). Bidders are advised to verify MSTC website for Corrigendum, if any, before submitting the bid. No clarification will be entertained after 2.00 pm of June 08, 2022.**
3. The Tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.
4. **Period of Contract:** The Contract will be initially awarded for a period till March 31, 2022.
5. **Earnest Money Deposit (EMD):** The bidders shall submit Earnest Money Deposit (EMD) of ₹ 18,300/- (**Rupees Eighteen thousand three hundred only**) either by way of remitting the amount to the College Account of the Reserve Bank Staff College before **1:00 pm of June 28, 2022** . A Tender which is not accompanied by such EMD will not be considered. The EMD shall not bear any interest. The account details of the College for NEFT / RTGS transactions are as follows:

Beneficiary Name: RBSC CHENNAI

IFSC: RBIS0SCPA01

Account No.: 186003001

Both the character '0' in IFSC is Zero.

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

uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to principalrbsc@rbi.org.in.

6. **Refund / Return of EMD:** The Earnest Money Deposit (EMD) of the vendors who do not qualify the requirements of pre-qualification criteria will be refunded / returned to them, without any interest, on non-acceptance of their bid. The EMD of unsuccessful Tenderers in Part - II shall be refunded / returned to them without any interest after finalization of the Tender. The EMD of the successful Tenderer on execution of the contract shall be retained and adjusted towards Security Deposit. The EMD so retained shall also not bear any interest.
7. **EMD shall be forfeited:**
 - i. If the Bidder makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in Court which might otherwise would have created any impact on the eligibility criteria; withdraws his / her Bid during the period of Bid validity, or has been disqualified / delisted by any Government agency and the disqualification / delisting is still in force.
 - ii. If the successful tenderer fails to execute the contract, the EMD submitted shall be forfeited by the College.
8. **Quoting of Price - Bid and Evaluation:** Price bid shall be quoted **only online** separately through the price bid format of MSTC portal. **Bidders should not submit price bid along with Part - I documents, which act may lead to disqualification of the Tender.** The bidder shall quote prices exclusive of GST. Selected bidder can claim applicable GST on the respective cases quoted by him / her in their invoices for payment which shall be paid by the College. The rates quoted shall be deemed to be for the whole work and shall be firm and binding without any escalation whatsoever for a period till March 31, 2022. No request for escalation is ordinarily admissible during the course of the period specified. The lowest rate quoted under each category of item by tenderers shall be treated as the benchmark rate for photography/videography services. This lowest rate will be applicable to all other tenderers (whose quoted rate are not the lowest upon their consent). Only those tenderers shall be considered for empanelment who would agree in writing to work at the lowest rates arrived from the rates quoted by all the tenderer/s under each category of item.
9. **Signing of Agreement: The successful bidder shall be awarded the work and shall execute an agreement on a non-judicial stamp paper of requisite value for due performance of the Contract and to the effect of the following conditions within 14 days from the date of the award of work.**
 - i. The General and Special conditions and instructions to the Tenderers, the scope and nature of work, [Annexure – I to XIII](#) enclosed to this Tender, the subsequent correspondence exchanged between the College and the bidder and the work order placed shall be the basis of the final Contract and shall form part and parcel of the agreement to be entered into with the successful Tenderer.
 - ii. The bidder shall go through the terms and conditions given in the

general conditions of the Contract herewith and his / her offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of the terms & conditions for the Tender. Any order resulting from this Tender shall be governed by the terms and conditions mentioned therein.

- iii. The Contractor shall not sublet / assign the Contract to any agency. The Contractor shall not sublet any portion of the Contract except with the written consent from the College. In case of breach of these conditions, the College may serve a notice in writing on the Contractor rescinding the Contract whereupon, the security deposit shall stand forfeited to the College, without prejudice to his other remedies against the Contractor.
 - iv. The empanelment and rates will be valid for a period till March 31, 2023 from the date of empanelment subject to annual review by the College based on the performance of the empanelled photographers/agencies.
10. The tenderer or its agents/employees committing any breach of terms and conditions mentioned herein and/or rendering unsatisfactory services, in the opinion of the College shall render itself liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof. The successful bidder fails to comply with the terms and conditions of the Agreement / Contract in course of the Contract period, the Security Deposit shall be forfeited in full or in part as decided by the College. The Security Deposit shall also be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and /or loss/damage if any sustained by the Reserve Bank Staff College, Chennai on account of failure or negligence of the workers deployed by him or in the event of breach of agreement by the contractor.
11. The Security Deposit will be refunded to the Contractor within one month of the expiry of the contract only on satisfactory performance of the contract.
12. **Compliance with Law:**
- i. The contractor shall obtain licence, if any, required under the local or central laws for providing Photography / Videography services to the College. The College is not responsible for obtaining of any license and permission from any authority of the State Government or Central Government.
 - ii. The Contractor shall be solely responsible for any lapse in complying with the above statutory requirements. The Bank / College shall not be responsible for any lapse by the Contractor in complying with the provisions of any Statute or rules framed by the State / Central Governments. The Contractor shall indemnify the Principal Employer (Reserve Bank Staff College) against all risks and damages arising out of the default on the part of Contractor due to

negligence or non-compliance of any of the aforesaid rules, regulations etc., laid down by the Government and other statutory authorities from time to time.

13. The Contractor shall maintain and provide all necessary documentation, records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws.
14. The Contractor shall ensure that the instructions / directions issued by Central and State Governments and also the College in connection with Covid-19 Pandemic are followed scrupulously by the personnel deployed at the College. Further, the Contractor shall closely monitor the staff deployed at the College and in case of any of his / her staff / family member of staff is found to be 'Covid' or such other communicable infection affected, action may be taken to replace the staff at once. The Contractor's staff should be sensitized to follow strict social distancing norms while they remain deployed. The Contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the College. Further, the Contractor shall indemnify and keep indemnified the Bank / College from any financial / legal liability arising out of his / her failure, fault or negligence in complying with the above instructions. Any specific medical / insurance or other requirements arising out of such emergencies must be met by the Contractor.
15. The staff deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and the persons so deployed shall remain under the control and supervision of the Contractor. In no case, shall a relationship of employer and employee between the said persons and the College shall accrue / arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Reserve Bank Staff College, Chennai in respect of any staff deployed by him / her.
16. In case of any labour problems related to the personnel Contractor, the same shall be settled at the Contractor's end only. The Contractor shall indemnify the College suitably. The personnel / staff of the Contractor shall have no claim whatsoever against the College and it shall be the duty of the Contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against the College and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Reserve Bank Staff College, in respect of any of their service conditions or otherwise.
17. The Contractor shall ensure that no staff of his / her company / agency / firm will enter or remain in the College's premises beyond the specified time limits unless necessary for fulfilling the company / agency / firm's obligations and that only with the permission of the College.
18. The Contractor shall take prior permission from the authorized Official of the College before deploying any staff at the College. No minor person shall be deployed by the contractor. The Contractor shall not engage any staff with criminal background against whom there is any complaint registered with law enforcement agencies. However, the College reserves the right to reject any particular staff deployed by the Contractor under this contract, without assigning any reason thereof.

19. The College shall deduct income tax at source in accordance with the statutory provisions as and when applicable and as the Central Government notifies through Gazette Notification or orders or as per the provisions of Income Tax Act from time to time and such deductions shall be effected from the date of applicability of the provisions.
20. In the event of any question, dispute / difference arising out of this agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Principal, Reserve Bank Staff College, Chennai or his nominee.
21. The Contractor shall ensure that none of his personnel deputed in the College is in an inebriated state or consumes drug, prohibited substances, smoking, etc., while on duty or otherwise inside the College premises. The Contractor shall remove any staff who in the opinion of the College is guilty of misconduct or is in any manner unfit or unsuitable for service.
22. The staff engaged by the Contractor shall not have any right / claim over the facilities enjoyed by the RBSC staff, participants, etc. The Contractor's staff shall not have any employee-employer or master-servant relationship with the College.
23. All instructions, guidelines and specifications issued to the Contractor by the College must be clearly and effectively communicated by the Contractor to the staff and personnel. All instructions, guidelines and specifications must strictly be adhered to by the staff and personnel of the Contractor so that the reputation of the Bank / College is not compromised.
24. The Contractor shall be responsible for any damage, injury, loss, annoyance, etc., caused to the College or its Officials, as a result of any act of misconduct or any other act or misbehaviour, etc., committed by the staff deployed by the Contractor, while they attend to the duties, covered by this Contract. The Contractor should undertake to make it clear to the staff deployed by him that the latter are the employees of the Contractor and they shall have no claim against the College and the Reserve Bank of India.
25. In the event of any damage being caused to the movable or immovable property of the College or its client or to the property of the employees of RBSC, the College reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Contractor or from the amount payable to the Contractor by the College and recover the remaining amount, if any, by way of civil damages.
26. The Contractor shall not use Trademark and or trade name of the College or letterhead of RBSC and the relationship between the Contractor and College being on principal-to-principal basis, the Contractor shall not hold himself / herself as an agent of the College.

27. The Contractor shall not use the address of the College on his letterhead / stationery for the purposes of Registration with any Government / Local Body or any other organization or person and no tenancy shall be created by the presence of his staff on the College premises.
28. It shall be the Contractor's responsibility to ensure that the obligations under the terms of this Contract are duly performed and observed.
29. The Reserve Bank Staff College reserves the right to amend / modify the Tender document or issue any Corrigendum to the bid process. The bidder shall not contest the right of the College to do the aforesaid.
30. The tenderer shall provide his service on written/e-mail or verbal instructions over phone within the time specified therein. The tenderers are also required to provide his service at short notice from the College (say within an hour in case of emergency). In case, the tenderer/ agency fails to provide the service as per the requisition either verbal over phone or written, without prejudice to its right to take other action including the imposition of penalty. The College may delete the service provider from the empaneled list without any notice and opportunity and the tenderer/ service provider cannot claim any compensation/ damages.
31. Payment shall be made to the tenderer/ agency on case to case basis.
32. **Termination of the Contract:**
 - i. The Contract shall stand terminated, in case of insolvency of the Contractor or in the case of the Contractor entering into any arrangement / compensation with his creditors. In the event of the Contractor's winding up the company, the lawful successors shall, subject to the College's approval, be entitled to the rights of the Contractor, under this Agreement and shall also be subject to the same liabilities, as the Contractor is subject to, under this Agreement.
 - ii. The College will have the option to terminate the contract, after giving a notice of one month in writing without assigning any reason thereof, if the Contractor commits breach of any of the conditions contained in this Contract or fails to render the services to the satisfaction of the College. However, the Contractor may terminate the Contract by giving to the College **three months** prior notice in writing.
 - iii. During the notice period for termination of the contract, the vendor shall keep on discharging his contractual obligations till the expiry of notice period. It shall be the duty of the tenderer to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature affecting the Reserve Bank of India/ College.

33. **Renewal of Contract:**

The tenure of contract may be extended for further period on a yearly basis for a maximum of two more years or other shorter periods, on mutual consent, subject to satisfactory performance / service rendered by the contractor.

34. **Disputes Resolution:**

- i. All disputes arising under this agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Principal / Officer-in-Charge, Reserve Bank Staff College, Chennai - 600 018 and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the decision of the Arbitrator shall be final and binding on both the parties. The Contractor has no objection to any such appointment to the effect that the Arbitrator so appointed is the College's own Officer or that he was a part to the Contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator so appointed shall be final and binding.
- ii. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Principal, Reserve Bank Staff College, Chennai shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- iii. The Arbitrator may give interim awards and/or directions, as may be required.
- iv. Subject to the aforesaid provisions the Arbitrator & Condition Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

35. **Indemnity Clause:**

- i. The Contractor shall keep the College indemnified against all claims whatsoever in respect of the staff deployed by him / her. In case, any staff of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to settle / contest the same. In case, the Reserve Bank Staff College, Chennai is made party and is supposed to contest the case, the College will be reimbursed the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the College on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the College in this respect of any nature whatsoever and shall keep the Reserve Bank Staff College, Chennai indemnified in this respect. The Contractor shall indemnify and keep indemnified, defend and hold good the

College, the Reserve Bank of India, its Directors, its officers, employees and agents against any loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the Contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

- ii. The Contractor shall further keep the College indemnified against any loss to the property and assets of the College. The College shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

36. Non-Disclosure Clause:

- i. The Contractor shall not disclose directly or indirectly any information, materials and details of the College's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging his / her 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 the 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 College. The Contractor shall indemnify the College for any loss suffered by the College 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 College shall be entitled to claim damages and pursue legal remedies.
- ii. The Contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

37. Prevention of Sexual Harassment of Women at Work place:

- i. The Contractor / Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its staff / employee/s within the premises of the Bank / College, 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 of the complaint.

- ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the College or any employee of any other firm working in the Bank / College shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank / College.
- iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the staff/employee/s of the Contractor, for instance, any monetary relief to the College's employee or other firm's employee, if sexual violence by the employee of the Contractor is proved.
- iv. The Contractor shall be responsible for educating its staff / employees about the prevention of sexual harassment at work place and related issues.

38. Failure to Exercise College's Rights:

Any omission on the part of the College at any time to exercise any of its rights under the terms and conditions of empanelment of Photographer / Videographer under this contract, shall not be deemed to amount as waiver on the part of the College of its rights and in no way impair or affect the validity of the terms and privileges of the College to enforce its rights at any time subsequently.

39. Force Majeure:

The Bidder / Successful Bidder shall not be liable for forfeiture of its EMD / Security Deposit 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 / College 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 College / College 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.

- 40. Jurisdiction:** All disputes arising out of or in any way connected with this Contract / agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.

I / We accept all the Terms & Conditions, Specifications and Guidelines as indicated in the Tender Document including the penalty clauses.

(Signature and Name of the authorized person of the firm / bidder with office seal)

Name: _____

(Articles of Agreement)

THIS AGREEMENT is made at Chennai on _____ between the Reserve Bank Staff College (hereinafter called the “College” which expression shall unless repugnant to the context, be deemed to include its successors and assigns) constituted under the provisions of the Reserve Bank of India Act, 1934, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001, represented by the authorized official of the Reserve Bank Staff College (hereinafter called ‘the Employer’ or ‘RBSC’ or ‘the College’), Anna Salai, Teynampet, Chennai – 600 018, of the one part and _____, incorporated as company under the provisions of the Companies Act, 1956, having its Corporate Office _____ (hereinafter referred to as ‘the Contractor’) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART, represented by _____, who is duly authorized by the Board of Directors of the company.

WHEREAS

1. The College having its Central Office at Mumbai and Regional Offices / Branches on various places all over India, established a College, the Reserve Bank Staff College, the first party to the agreement, for the purpose of imparting necessary training to its officers working in various places all over India.
2. The College is desirous of availing the services of the vendor for contractor for the purpose of **“Providing Photography / Videography services at the Reserve Bank Staff College (RBSC), Chennai - 600 018”** (hereinafter called “the Services”).
3. The College wants to engage the vendor to provide the Services at the College and the vendor (the second party to the agreement) has approached the management of the College to provide the said Services.
4. The Contractor has represented that he / she / firm / company is having eligibility as per the specified eligibility criteria and offered to the College to provide the said Services, upon and subject to the Conditions set forth in the Tender document (**Sections I to IV and the [Annexures I to XIII](#)**) and at the respective rates therein set forth in the Price (Financial) Bid of the Tender (**[Annexure – IV](#)**).
5. The Contractor has agreed to execute this Contract upon and subject to the conditions set forth in the Tender document (**Sections I to IV and the [Annexures I to XIII](#)**) and at respective rates therein set forth in the Price (Financial) Bid (**[Annexure – IV](#)**), all of which are collectively hereinafter referred to as “the said Conditions”. The amount payable thereunder is referred to as “the said Contract Amount”.
6. The parties hereto being desirous of reducing into writing the terms and conditions of the Contract and of the work to be carried out by the Contractor, have agreed hereinafter that the Form of Tender, General Instructions of the Tender – Eligibility Criteria, Scope and Nature of Work, Terms and Conditions of the Contract, all set forth in the Tender Document (e-tender **RBI/RBSC// 122-23/ET/**) (**Sections I to IV and the [Annexures I to XIII](#)**) and subsequent correspondences, corrigenda and letter of intent shall be read as part and parcel of this agreement. This agreement shall also not restrain the parties from

mutually setting forth such further or other Terms and Conditions, modifying or altering this Agreement so as to ensure due execution of the work contemplated under this Agreement; provided no such modification or alteration shall be in derogation to the Terms and Conditions of this Agreement.

7. Upon and subject to the said Conditions (**Sections I to IV and the [Annexures I to XIII](#)**) and at the respective rates therein set forth in the Price (Financial) Bid (**[Annexure – IV](#)**) amounting to the payable there under, this contract has been signed by or on behalf of the parties hereto.

8. NOW IT IS HEREBY AGREED AS FOLLOWS:

- i. In consideration of the said Contract Amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor upon and subject to the said Conditions shall execute and complete the service described in the Tender Document (**Sections I to IV and the [Annexures I to XIII](#)**) and at respective rates therein set forth in the Price (Financial) Bid (**[Annexure – IV](#)**).
- ii. The said conditions and all subsequent correspondence hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and correspondence and perform the agreement on their part respectively in the said Conditions and correspondence contained.
- iii. This Contractor is to be paid on case to case basis according to the services provided as contained in the Price (Financial) Bid (**[Annexure – IV](#)**) or as provided in the said conditions and as per the conditions specified in the Tender (**Sections I to IV and the [Annexures I to XIII](#)**).
- iv. The Contractor hereby agrees to commence work from July 01, 2022 after issue of formal work order as provided for in the said conditions (**Sections I to IV and the [Annexures I to XIII](#)**) and at respective rates therein set forth in the Price (Financial) Bid (**[Annexure – IV](#)**).
- v. All payments by the College under this Contract will be made only at Chennai.
- vi. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have the jurisdiction to determine the same.
- vii. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.

9. **Disputes Resolution:**

- i. All disputes arising under this agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Principal / Officer-in-Charge, Reserve Bank Staff College, Chennai - 600 018 and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the decision of the Arbitrator shall be final and binding on both the parties. The Contractor has no objection to any such appointment to the effect that the Arbitrator so appointed is the College's own Officer or that he was a part to the Contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator so appointed shall be final and binding.

- ii. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Principal, Reserve Bank Staff College, Chennai shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- iii. The Arbitrator may give interim awards and/or directions, as may be required.
- iv. Subject to the aforesaid provisions the Arbitrator & Condition Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

10. Indemnity Clause:

- i. The Contractor shall keep the College indemnified against all claims whatsoever in respect of the staff deployed by him / her. In case, any staff of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to settle / contest the same. In case, the Reserve Bank Staff College, Chennai is made party and is supposed to contest the case, the College will be reimbursed the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the College on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the College in this respect of any nature whatsoever and shall keep the Reserve Bank Staff College, Chennai indemnified in this respect. The Contractor shall indemnify and keep indemnified, defend and hold good the College, the Reserve Bank of India, its Directors, its officers, employees and agents against any loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the Contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.
- ii. Contractor shall further keep the College indemnified against any loss to the property and assets of the College. The College shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

11. Non-Disclosure Clause:

- i. The Contractor shall not disclose directly or indirectly any information, materials and details of the College's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging his / her 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

the 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 College. The Contractor shall indemnify the College for any loss suffered by the College 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 College shall be entitled to claim damages and pursue legal remedies.

- ii. The Contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

12. Prevention of Sexual Harassment of Women at Work place:

- i. The Contractor / Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its staff / employee/s within the premises of the Bank / College, 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 of the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the College or any employee of any other firm working in the Bank / College shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank / College.
- iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the staff/employee/s of the Contractor, for instance, any monetary relief to the College's employee or other firm's employee, if sexual violence by the employee of the Contractor is proved.
- iv. The Contractor shall be responsible for educating its staff / employees about the prevention of sexual harassment at work place and related issues.

13. Failure to Exercise College's Rights:

Any omission on the part of the College at any time to exercise any of its rights under the terms and conditions of empanelment of Photographer / Videographer under this contract, shall not be deemed to amount as waiver on the part of the College of its rights and in no way impair or affect the validity of the terms and privileges of the

College to enforce its rights at any time subsequently.

14. Force Majeure:

The Bidder / Successful Bidder shall not be liable for forfeiture of its EMD / Security Deposit 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 / College 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 / College 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.

15. Jurisdiction:

All disputes arising out of or in any way connected with this Contract / agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

(If the Contractor is a partnership or an individual)

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.

(If the Contractor is a Company)

Signature Clause

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

Shri

(Name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

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

Witnesses

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

(1).....
Address
.....
.....

2)
.
Address
.....
.....

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to the
resolutions passed

By its Board of Directors at the meeting
held on

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

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

In the presence of

(1)

.....

(2)

.....

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

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

(1)

(2)
SIGNED AND DELIVERED BY the
Contractor by the hand Of

Shri

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

Ref: Providing Photography / Videography services at RBSC, Chennai

(To be given on Applicant's letter head)

The Principal

Place:

Reserve Bank Staff College

Date:

Chennai-600018

Dear Sir

In connection with the above and in full agreement with the terms and conditions as stipulated by Reserve Bank Staff College, Chennai, in the tender document floated vide e-tender no. **RBI/RBSC/ /22-23/ET/**, I/We state as under:

2. In case, I/We are awarded the contract, I/We is /are agreeable to retention and adjustment of Earnest Money Deposit (EMD) deposit towards Security Deposit (SD) and that no interest will be paid by RBSC on the SD amount. if I/We fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank Staff College, Chennai.

3. I/We also understand that the Principal, Reserve Bank Staff College, Chennai has the right to accept or reject my/our application without assigning any reasons whatsoever and his/her decision will be binding on me/us.

4. I / we have valid registration in respect of Employees Provident fund / Employees State Insurance / GST etc., copies of the above are enclosed herewith.

5. I / we shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" and I / we shall be solely responsible in this regard.

Authorized Signatory

(With Name & Seal)

(Please submit along with documentary evidence)**DETAILS/PARTICULARS OF THE PHOTOGRAPHY / VIDEOGRAPHY AGENCY**

(a)	Description of work	Tender for Empanelment of vendor for providing Photography / Videography Services at Reserve Bank Staff College (RBSC), Chennai
(b)	Mode of payment	As and when the invoice is submitted after availing the services
(c)	Validity of quoted rates	Till March 31, 2023, extendable for further period at College's discretion.
BASIC INFORMATION (Attach a separate sheet wherever required.)		
	Particulars	Details to be filled in by the tenderer
1.	Name of the Agency	
2.	a) Type of agency – (whether Proprietorship/ Partnership b) Date of commencement of business Please enclose relevant documents in support of the same.	
3.	Name of the proprietor / partner / the agency	
4.	a) Whether having own office in Chennai. b) Address of the office at Chennai. c) Name of the authorized person and his/her telephone number. Please enclose relevant documents in support of the same.	

5.	Work Experience – Details of work experience as per the requirement in Eligibility Criteria supported by work orders, documents, and certificates. The details along with documentary evidence of previous experience, if any, of providing photography/videography should also be given.	
6.	Name and address of the clients along with full details.	
11.	The bank Account (IFSC Code and Account Number) where payments would be received by the organization.	

SI. No.	Criteria	Answer
1	Are you currently involved in any material litigation?	
2	Are there any petitions, claims, actions, judgments or decisions pending, which are likely to adversely affect your company's performance of work associated with this TENDER? If "Yes" please provide detail in additional comments or you may attach a document.	
3	Have you had any contract terminated for default or cause during the last five (5) years?	
4	Has your company been cited for any violations by any governmental agencies? If "Yes", provide details on any citations received in the last three years	

DECLARATION

1. The above information is true to the best of my knowledge and if any information is found untrue or false I may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the College and mentioned in Annexure.

3. I/We understand that the College reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

Dated: _____

Signature

Name and seal of the TENDERER

PART II**Price (Financial) Bid**

Through www.mstcecommerce.com/eprochome/rbi

Annual Contract for providing Photography / Videography services at Reserve Bank Staff College, Chennai.

(This format is given only for illustrative purpose. Price Bid should not be uploaded along with Part-I Technical Bid. It should be submitted online only through MSTC Portal for Price Bid format. Submission of price bid in any form other than online as mentioned above may lead to disqualification of tender. Further, the prices should be quoted exclusive of GST.)

Items of Photography/Videography Services	Rate
Photoshoot for less than one hour (per photo)	
Photoshoot for minimum one hour (only soft copies)	
Photoshoot for half-a-day, i.e. exceeding three hours (only soft copies)	
Group photos (12" x 8") printed and laminated (per photo)	
Videography for less than 1 hour	
Videography for minimum one hour but less than three hours	
Videography for half-a-day, i.e. exceeding three hours	

Authorized Signatory

(With name and seal)

Details of Bankers

Sl. No.	Name of bank	Branch and its complete address	IFS Code	Name of the contact person	Telephone and Fax number
1	2	3	4	5	6

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
Application/Proposal and Documents**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....

(Name of the Tenderer and

address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

..... (Name and

residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for '**Annual Service Contract for providing photography / Videography services at Reserve Bank Staff College (RBSC), 359, Anna Salai, Teynampet, Chennai – 600 018.**' including signing and submission of all documents and providing information / responses to RBSC, representing us in all matters before RBSC, and generally dealing with RBSC in all matters in connection with our proposal for the said AMC.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney

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

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Tenderer

Name/s

Stamp/Seal of the Tenderer

(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).

CLIENT’S CERTIFICATE REGARDING PERFORMANCE OF TENDERER (FORMAT)

Name & address of the Client

Details of Works executed by M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of contract
- 5 Stipulated date of completion
- 6 Period of contract
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the contract completed and paid
- 9 Name and address of the authority under whom contract executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of contract?
11. i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
ii) Amt. of work paid on reduced rates, if any
12. i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total amount awarded
13. Comments on the capabilities of the contractor.
 - a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor
 - b) Financial soundness Outstanding/Very Good/
Good/Satisfactory/poor
 - c) Mobilization of manpower Outstanding/Very Good/
Good/Satisfactory/poor
 - d) General behaviour Outstanding/Very Good/
Good/Satisfactory/poor

Note: “All columns should be filled in properly and signed”

Signature of Reporting Officer with Office seal

Service Support Centre/Set-up available in Chennai

- 1) Whether the tenderer is having any Office at Chennai: (If Yes, please provide Address, name of contact persons and details of contact (e-mail Id / Phone, etc.).

- 2) Please indicate the status of the Office: (Full-fledged regional Office/Branch Office)

- 3) Please indicate the status of the service support centre/set-up in Chennai.

(The tenderer should have their own service support centre/set-up in Chennai for providing any support to the College during the contract period whenever required).

Signature of the Authorized Official with Seal

Date:

Declaration

I/We hereby solemnly declare that:

(a) The firm/company/agency is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the tenderer.

(b) The firm/company/agency has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

(c) The firm/company/agency has not been suspended/delisted/ disqualified by any organization including Reserve College of India / Reserve College Staff College, on any grounds.

(d) The firm/company/agency has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/company/agency shall give details of all disputes it had with its clients and furnish the status thereof.

Signature and Name of the authorized person of the agency/tenderer with office seal

Date:-

Legal Requirements

SI No.	Name	Answer	Answer Type	Pass Criteria
1	Is your company/firm/agency currently involved in any material litigation?		Yes / No	None to be there
2	Are there any petitions, claims, actions, judgments or decisions pending, which are likely to adversely affect your company/firm/agency performance of work associated with this Tender? If "Yes" please provide detail, additional comments or you may attach related document.		Yes / No	None to be there
3	Have you had any contract terminated for default or cause during the last five (5) years?		Yes / No	None to be there
4	Has your company/firm/agency been cited for any violations by any governmental agencies? If "Yes", provide details on any citations received in the last three years.		Yes / No	None to be there

Signature of the Authorized Official with Seal

**Undertaking/Certificate of Indemnity
(To be submitted on the letterhead of the Company/firm/ agency)**

The Principal
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai- 600 018.

Dear Sir

Annual Service Contract for providing photography / Videography services at Reserve Bank Staff College (RBSC), 359, Anna Salai, Teynampet, Chennai – 600 018.

Tender No: ----- Dated:

In response to your captioned tender notice dated -----, we hereby certify having fulfilled all the eligibility criteria stipulated in it and we accept all the terms and conditions for submitting quotation as mentioned in the said tender.

2. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.

3. We warrant that the Photographer/ Videographer provided to you shall not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify the College from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of the terms and conditions mentioned in this document.

4. I/we understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason thereof.

Yours faithfully,

Signature of the Authorised Official with Seal.

Name:

Designation:

Place:

Date:

Declaration/Undertaking Regarding Compliance to all Statutory laws

(To be typed/filled with legible handwriting without any overwriting and submitted on the Letter Head of the Company/Firm/Agency of Tenderer failing which the offer of Tenderer is liable to be summarily rejected)

Tender No: ----- **Dated:**

We M/s ----- participating in the bid, hereby furnish the self-declaration/undertaking that:

1. Our establishment is registered under Contract Labour(R&A) Act, 1970 and my/our establishment shall comply with all provisions of Contract Labour (R&A) 1970 and rules made thereafter including the conditions of licence, administrative order/s and advisories, if any issued by the Govt. from time to time.

2. Every worker deployed / shall be deployed by our establishment, is being / shall be paid not less than the minimum rates of wages fixed for their categories of employment from time to time by the Central Government under the Minimum Wages Act, 1948 including overtime / weekly off, etc. and the same is/shall be paid through the account payee cheque / ECS / BankTransfer.

3. We shall ensure that every eligible worker is/shall be covered under the provisions of ESI and EPF Acts and the statutory deductions are deposited in timely manner.

4. We shall ensure that every eligible worker is / shall be paid bonus under the provisions of Bonus Act, 1965.

5. We shall not deploy any minor / child / bonded labour and shall comply with the provisions of the respective legislations.

Verification as under: -

i. That the above declarations and information furnished by us are correct to the best of my/our knowledge and belief and nothing has been concealed in any manner whatsoever.

ii. If any information/undertaking furnished by us is found to be incorrect/ false, in that event I shall be liable for penal action as provided under provisions of Contract Labour (R&A) Act, 1970, IPC and other relevant laws.

iii. We shall be personally liable and responsible for all acts of omission and commission.

Signature of the authorized person:

Date:

Full Name:

Place:

Designation:

Company's Seal

Annual Turnover for the last three years

Years	Total Annual Turn -over	Turn over from only Annual Service Contracts
2019-20		
2020-21		
2021-22		

(Attach sheet if required)

Signature of the Authorized Official with Seal

Date: