



Notice Inviting E-Tender

Comprehensive annual maintenance contract of various ACs installed in Bank Premises and 03 Residential Colonies, RBI Kanpur

Reserve Bank of India, Kanpur invites e-tender for '**Comprehensive annual maintenance contract of various ACs installed in Bank Premises and 03 Residential Colonies, RBI Kanpur**'

The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<https://mstcecommerce.com/eproc/>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

E-Tender No.	RBI/Kanpur Regional Office/Estate/14/23-24/ET/504
a) Estimated cost	Rs. 8,79,520/- (Rupees Eight Lakh Seventy-Nine Thousand Five Hundred Twenty only) (Including GST @18%)
b) Mode of e-tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://mstcecommerce.com/eproc/)
c) Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur under category of electrical works from 5 Lakh to 50 Lakh and Air Conditioning works spilt and window AC)
d) Date of NIT available to parties to download	07 February 2024 (Wednesday) from 04:00 PM
e) Pre-bid meeting (Offline)	05 March 2024 (Tuesday) at 11:00 AM Venue: Estate Department, 2nd Floor, Reserve Bank of India, Mall Road, Kanpur, Uttar Pradesh-208001
f) EMD through NEFT and upload the details on the MSTC portal . Also, intimate / forward the transaction details (UTR number) to estatekanpur@rbi.org.in	Only successful bidder shall deposit only 2% of the contract value. To be paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- IV)
g) E-Tender Fees	NIL
h) Date of Starting of e-tender for submission of on-line Techno-Commercial Bid and price Bid at https://mstcecommerce.com/eproc/	07 March 2024 (Thursday) from 04:00 PM

i) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	18 March 2024 (Monday) till 11:00 AM
j) Date & time of opening of Part-I (i.e., Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	18 March 2024 (Monday) 03:00 PM onwards
k) Validity of the e-tender	90 days from the date of opening of Techno-Commercial bid
l) Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	As charged by MSTC Ltd.

2. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.
3. 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 thereof.
4. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India
Kanpur



ई-निविदा आमंत्रित करने की सूचना

सेवा में,

महोदय/ महोदया,

भारतीय रिज़र्व बैंक के कार्यालय भवन एवं 03 आवासीय कॉलोनियों में लगे विभिन्न ACs के रखरखाव कार्य हेतु व्यापक वार्षिक अनुरक्षण अनुबंध

भारतीय रिज़र्व बैंक, कानपुर, “भारतीय रिज़र्व बैंक के कार्यालय भवन एवं 03 आवासीय कॉलोनियों में लगे विभिन्न ACs के रखरखाव कार्य हेतु व्यापक वार्षिक अनुरक्षण अनुबंध” हेतु ई-निविदा आमंत्रित करता है। ई-निविदा की प्रक्रिया एमएसटीसी लि. के ई-निविदा पोर्टल (<https://mstcecommerce.com/eproc/>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/ एजेंसियों/ फर्मों को ई-निविदा प्रक्रिया में भाग लेने के लिए ऊपर उल्लिखित वेबसाइट के माध्यम से एमएसटीसी लि. में पंजीकरण करना होगा। ई-निविदा की समय-सारणी निम्नानुसार है:

ई-निविदा सं०	RBI/Kanpur Regional Office/Estate/14/23-24/ET/504
क) अनुमानित लागत	रु. 8,79,520/- (रुपये आठ लाख उनासी हजार पांच सौ बीस मात्र) (18% की दर से जीएसटी सहित)
ख) ई-निविदा का तरीका	ई-प्रोक्योरमेंट प्रणाली (https://mstcecommerce.com/eproc/ के माध्यम से ऑन-लाइन भाग I - टेक्नो-कमर्शियल बोली और भाग II - मूल्य बोली)
ग) ई-निविदा का प्रकार	सीमित (केवल उन्हीं फर्मों के लिए जो 5 लाख रुपये से ऊपर एवं 50 लाख रुपये तक की श्रेणी के विद्युत कार्यों एवं एयर कंडीशनिंग स्प्लिट और विंडो एसी कार्यों हेतु भा.रि.बैं., कानपुर में सूचीबद्ध हैं)
घ) डाउनलोड हेतु पक्षकारों के लिए उपलब्ध एनआईटी की तिथि	07 फरवरी 2024 (बुधवार) अपराह्न 04:00 बजे से
ङ) बोली- पूर्व बैठक (ऑफलाइन)	05 मार्च 2024 (मंगलवार) पूर्वाह्न 11.00 बजे स्थान: संपदा विभाग, द्वितीय तल, भारतीय रिज़र्व बैंक, माल रोड, कानपुर, उत्तर प्रदेश- 208001

च) बयाना जमा राशि एनईएफटी के माध्यम से प्रस्तुत करना और उसका विवरण एम एस टी सी पोर्टल पर अपलोड करना। साथ ही, लेन-देन का विवरण (यू टी आर संख्या) estatekanpur@rbi.org.in को भेजी जाएं।	केवल सफल बोली लगाने वाले को अनुबंध मूल्य का केवल 2% जमा करना होगा। खाता सं० 186003001, IFSC- RBIS0KNPA01 में एनईएफटी/नेट बैंकिंग (देखें अनुबंध-IV) के माध्यम से।
छ) ई-निविदा शुल्क	शून्य
ज) वेबसाइट https://mstcecommerce.com/eproc/ पर ऑनलाइन टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि	07 मार्च 2024 (गुरुवार) अपराह्न 04:00 बजे से
झ) टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	18 मार्च 2024 (सोमवार) पूर्वाह्न 11.00 बजे तक
ञ) भाग-I (अर्थात् टेक्नो-कमर्शियल बोली) के खुलने की तिथि और समय भाग-II अर्थात् मूल्य बोली के खुलने की तिथि की सूचना अलग से दी जाएगी।	18 मार्च 2024 (सोमवार) अपराह्न 03.00 बजे से
ट) ई-निविदा की वैधता	टेक्नो-कमर्शियल बोली के खुलने की तिथि से 90 दिनों तक
ठ) लेन-देन शुल्क (अप्रतिदेय) (ई-निविदा में भाग लेने के लिए एमएसटीसी ई-पेमेंट गेटवे के माध्यम से निविदाकर्ताओं द्वारा एमएसटीसी को अलग से प्रस्तुत किया जाना है)	एमएसटीसी लिमिटेड द्वारा तय लेनदेन शुल्क राशि

- आवेदन करने के इच्छुक आवेदकों को अपेक्षित पात्रता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और उनके ऐसा करने में विफल रहने की दशा में बैंक के पास उनकी बोली को अस्वीकार करने का अधिकार सुरक्षित है। बयाना जमा राशि के बिना ई-निविदाएं किसी भी परिस्थिति में स्वीकार नहीं की जाएंगी।
- बैंक सबसे कम बोली की निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण रूप से अथवा आंशिक रूप से स्वीकार करने का अधिकार उसके पास सुरक्षित है।
- यदि निविदा के संबंध में भविष्य में कोई संशोधन/ शुद्धिपत्र जारी किया जाता है, तो उसे उपरोक्तानुसार केवल भारतीय रिज़र्व बैंक की वेबसाइट और एमएसटीसी की वेबसाइट पर अधिसूचित किया जाएगा और उसे समाचार-पत्र में प्रकाशित नहीं किया जाएगा।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
कानपुर



Notice Inviting E-Tender

To,

Dear Sir / Madam,

Comprehensive annual maintenance contract of various ACs installed in Bank Premises and 03 Residential Colonies, RBI Kanpur

Reserve Bank of India, Kanpur invites e-tender for '**Comprehensive annual maintenance contract of various ACs installed in Bank Premises and 03 Residential Colonies, RBI Kanpur**'

The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<https://mstcecommerce.com/eproc/>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

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a) Estimated cost	Rs. 8,79,520/- (Rupees Eight Lakh Seventy-Nine Thousand Five Hundred Twenty only) (Including GST @18%)
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c) Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur under category of electrical works from 5 Lakh to 50 Lakh and Air Conditioning works spilt and window AC)
d) Date of NIT available to parties to download	07 February 2024 (Wednesday) from 04:00 PM
e) Pre-bid meeting (Offline)	05 March 2024 (Tuesday) at 11:00 AM Venue: Estate Department, 2nd Floor, Reserve Bank of India, Mall Road, Kanpur, Uttar Pradesh-208001
f) EMD through NEFT and upload the details on the MSTC portal . Also, intimate / forward the transaction details (UTR number) to estatekanpur@rbi.org.in	Only successful bidder shall deposit only 2% of the contract value. To be paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- IV)
g) E-Tender Fees	NIL

Comprehensive annual maintenance contract of various ACs installed in Bank Premises and 03 Residential Colonies, RBI Kanpur

h) Date of Starting of e-tender for submission of on-line Techno-Commercial Bid and price Bid at https://mstcecommerce.com/eproc/	07 March 2024 (Thursday) from 04:00 PM
i) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	18 March 2024 (Monday) till 11:00 AM
j) Date & time of opening of Part-I (i.e., Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	18 March 2024 (Monday) 03:00 PM onwards
k) Validity of the e-tender	90 days from the date of opening of Techno-Commercial bid
l) Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	As charged by MSTC Ltd.

2. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.
3. 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 thereof.
4. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India
Kanpur



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

Terms and conditions and Technical Specifications

**E-Tender
For**

**Comprehensive annual maintenance contract of various ACs installed in Bank
Premises and 03 Residential Colonies, RBI Kanpur**

RBI/Kanpur Regional Office/Estate/14/23-24/ET/504

Issued to: _____

	Activity	Date
1	Pre-Bid Meeting	05 March 2024 (Tuesday) at 11:00 AM
2	Due date for submission of Tender	18 March 2024 (Monday) till 11:00 AM

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DISCLAIMER

Reserve Bank of India, Estate Department, Kanpur, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the AMC or to change the configuration of the AMC, to alter the timetable 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.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

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Form of E-Tender

To,
Regional Director
Reserve Bank of India,
Estate Department,
Kanpur

Madam/Dear Sir,

Having examined the specifications, and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating thereto as affecting the e-tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, and instructions in writing referred to in conditions of e-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

S. No	E-Tender No	RBI/Kanpur Regional Office/Estate/14/23-24/ET/504
1	Estimated cost	Rs. 8,79,520/- (Rupees Eight Lakh Seventy-Nine Thousand Five Hundred Twenty only) (Including GST @18%)
2	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid & Part II - Price Bid through the website www.mstcecommerce.com/eprochome/rbi)
3	Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur under category of electrical works from 5 Lakh to 50 Lakh and Air Conditioning works spilt and window AC)
4	Security Deposit	Nil
5	E-Tender Fees	NIL
6	Validity of the e-tender	90 days from the date of opening of Techno-Commercial bid
7	Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	As charged by MSTC Ltd.

2. Should this e-tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable

*Comprehensive annual maintenance contract of various ACs installed in Bank Premises
and 03 Residential Colonies, RBI Kanpur*

or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. **I/We shall deposit an amount equal to 2% of the contract value** as Earnest Money with the Reserve Bank of India upon becoming successful bidder, this 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.

Yours faithfully,

Place:

(Signature of the bidder with stamp)

Date:

(Name)

SECTION-I: General Instructions to Contractors and General Terms & Conditions

1	Name of the work:
	Comprehensive annual maintenance contract of various ACs installed in Bank Premises and 03 Residential Colonies, RBI Kanpur
2	Eligibility criteria:
	E-Tender in two parts Part I (Techno-commercial Bid) and Part II (Financial Bid) are invited on www.mstcecommerce.com by the Regional Director, Reserve Bank of India, Kanpur, from empaneled contractors in Estate Department, RBI Kanpur in trade <i>under category of electrical works from 5 Lakh to 50 Lakh and Air Conditioning works spilt and window AC</i>
2 (a)	The firm should have registered with appropriate authority for GST in services of Uttar Pradesh State. (Scanned copy of Certificate must be uploaded on along with Technical Bid)
2 (b)	Firm shall submit the documentary proof of the same. Firms shall upload scanned copy of the Documents required on www.mstcecommerce.com along with the technical bid.
	General Instructions to Contractors: -
3	The contractors shall ensure to employ persons of proven credibility and contractor will be held responsible for any mischief/untoward incidence that may take place in the Bank's Premises.
4	Bank's decision in all matter of dispute arising on the work shall be final and binding on the contractor.
5	Tools and machinery required, if any, for routine/preventive work shall be provided by the contractor. No extra payment will be made for the same by the Bank.
6	The agreement and documents mentioned herein shall form the basis of this Contract.
7	Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from the day of works order/letter of acceptance as provided for in the said conditions and carry out the maintenance /repair work as specified in the tender.
8	All payments by the Employer under this Contract will be made only at Reserve bank of India, Kanpur on quarterly basis against submission of service reports/attendance sheet duly signed by Caretaker of the concerned premises.
9	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kanpur and only courts in Kanpur shall have jurisdiction to determine

*Comprehensive annual maintenance contract of various ACs installed in Bank Premises
and 03 Residential Colonies, RBI Kanpur*

	the same.
10	Bank will not accept any liability for any mishap/accident caused to their staff while working in the Bank's premises. It is the contractor's responsibility to take insurance to their workers. Also, during the period of carrying out routine maintenance to the Bank's property, the onus of responsibility shall be that of the contractor.
11	For performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst as specified in scope of work. In no circumstances, person below 18 years of age should be employed.
12	On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the Reserve Bank of India, Kanpur, or his/her nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Reserve Bank of India, Kanpur for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Reserve Bank of India, Kanpur or the officer designated by the Regional Director/Estate Department in this respect from time to time.
13	The Regional Director, Reserve Bank of India, Kanpur or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons deployed by the contractor in order to ensure that persons deployed by him are doing their duties effectively.
14	In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Kanpur in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, Kanpur in case any of the aforesaid acts on the part of the said person.
15	In the event of the contractor 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, Kanpur, a sum as may be claimed by any person/client.
16	There shall be no employer and employee relationship between the Bank and the contractor/persons deployed by him for the purpose of the contract. The contractor 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, Kanpur and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the

	Reserve Bank of India, Kanpur either explicitly or implicitly.
17	The contractor shall keep the Reserve Bank of India, Kanpur indemnified against all claims whatsoever in respect of the employees deployed by the contractor, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case Reserve Bank of India, Kanpur is made party and is supposed to contest the case, Reserve Bank of India, Kanpur will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to Reserve Bank of India, Kanpur on demand. Further, the contractor shall ensure that no financial or any other liability comes on Reserve Bank of India, Kanpur of any nature whatsoever and shall keep Reserve Bank of India, Kanpur indemnified in this respect.
18	That any loss of official property of Reserve Bank of India, Kanpur due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority. However, Contractor will have the right to appeal to the Regional Director, Reserve Bank of India, Kanpur, whose decision will be final in the matter.
19	The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/systems/equipment's etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
20	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 Bank. The Contractor will indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the contractor or the persons deployed by him for the purpose of the contract. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank will be entitled to claim damages and pursue legal remedies. The contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
21	The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. The Contractor shall be liable for payment of monetary compensation

	that may be payable to the complainant/victim.
22	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.
23	The contractor is bound to follow all Labours rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of State Government and Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority.
24	In all matters of dispute arising at work the Bank's decision shall be final and will be binding on the contractor.
25	That the several parts of this tender have been read by the contractor and fully understood by the contractor.

Place:

(Signature of the bidder with stamp)

Date:

(Name)

Section II: Instructions to Bidders

Reserve Bank of India, Estate Department, Kanpur **invites e-tenders** on <https://mstcecommerce.com/eproc/> in two parts from the eligible bidders as mentioned in subsection 1 below. Eligible Bidders to submit a Part I (Techno-commercial bid) and Part II (Financial bid) online.

1. E-TENDER Document

- 1.1. TENDER shall consist of documents (Part I & Part II). Part I contains techno-commercial conditions (all sections and annexure) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from <https://mstcecommerce.com/eproc/>.
- 1.2. Bidders are advised to study the E-TENDER documents thoroughly.
- 1.3. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

2. Obtaining of TENDER documents:

- 2.1. The E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprochome/rbi
- 2.2. Interested parties, if they so desire, may contact the Estate Department
- 2.3. Officials on the phone /fax/e-mail indicated in *Subsection 11 of SECTION VI: Important instructions for E-procurement* for further any clarification.

3. Pre-bid Meeting

- 3.1. Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in clause 'e' of Notice Inviting Bid, to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same.

4. Amendment to E-TENDER Document

- 4.1. At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the E-TENDER by an amendment and same will be uploaded in the form of Corrigendum on www.mstcecommerce.com/eprochome/rbi for information of prospective bidders.
- 4.2. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

5. Preparation of Tender

5.1. Part I / Techno – Commercial bid

- a) All Sections and Annexures are the part of Technical – Commercial bid. **All the sections and annexures must be signed by the Bidders.**
- b) Bidder must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.
- c) EMD shall be part of Technical – Commercial bid the amount of EMD is indicated in clause 'f' of Notice Inviting Bid.
- d) Bidders must submit all documents for prequalification as stated in Annexure-V of this tender by uploading scanned copy of all documents on www.mstcecommerce.com/eprochome/rbi

6. Part II /Financial Bid:

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6.1. **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, essential tools, fuel, oil, uniforms of worker, all other logistic as mentioned in the tender, all taxes (**Inclusive of GST**), charges, levies, cess, insurance, transportation, entry taxes,) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. as applicable as per rules.

6.2. The contractor shall take all insurances at his cost to cover all kinds of risks till **the period of contract** in the joint names of the Bank and the contractor.

Note: These policies shall be valid till the completion of the period of contract & in the joint name of RBI and the contractor with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

6.3. The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.

6.4. The bidder should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II /Financial Bid, no clarifications whatsoever shall be entertained by the RBI.

6.5. If any columns of the price schedule are found blank than the tender of the respective Bidders shall be treated as non-responsive and will be summarily rejected by the RBI and further EMD shall be forfeited. However, Bank may also take the review in this matter as per *subsection 1.2 of Section III: Special Condition of the contract*, if required.

6.6. It will be imperative on 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 or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Bidders.

7. Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in **clause 'I' of Notice Inviting Bid**. This period will be further mutually extended, if required.

8. Earnest Money Deposit (EMD):

8.1. The successful bidder shall deposit only 2% of the contract value as EMD through NEFT to "Reserve Bank of India, Kanpur" by credit to A/c No. 186003001 and IFSC- RBIS0KNPA01.

8.2. The Bid Security shall be in form of a NEFT. No interest on Bid Security/EMD shall be paid.

8.3. EMD of the Successful Bidder will be kept as SMD and shall be returned to the Bidder only after completion of the period of contract, without interest.

9. The EMD shall be forfeited in the following circumstances:

9.1. Made 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; or

9.2. Bidder left blank the column of the Part II /Financial Bid or submitted multiple financial bids.

9.3. If a Bidder withdraws his Bid during the period of Bid Validity, or

- 9.4. The Bidder has been blacklisted by any government agency, PSU and the blacklisting are still in force.
- 9.5. In the case of the Successful Bidder if he fails to complete the work within the prescribed time limit.

10. Procedure for Submission of Bids

It is proposed to have a Two-Part System for this tender.

10.1. Techno – Commercial Bid/Part I consist of following items

- a) Part I/ Techno – Commercial Bid (all sections and annexures) (Part I / Techno – Commercial bid and name of work as mentioned in subsection 1.1 of SECTION-I: General Instructions to Contractors and General Terms & Conditions)” Please note that prices should not be indicated in the Part I/ Techno – Commercial Bid. Techno-Commercial bid may be submitted on www.mstcecommerce.com/eprochome/rbi.
- b) Documentary proof of prequalification documents as listed in Annexure-V must be uploaded online on www.mstcecommerce.com/eprochome/rbi
- c) The payment details of EMD shall be attached.
- d) Scanned copies of all pages of duly filled, signed, and stamped Part-1 of the tender should be uploaded in MSTC portal.

10.2. Part II /Financial Bid:

- a) Part II /Financial Bid may be submitted on <https://mstcecommerce.com/eproc/>.
- b) No conditional/optional quote shall be accepted.
- c) Bidders shall not be permitted to alter or modify their bids after receipt of Bids.

10.3. Receipt of E-Tenders

- a) The e-tender bids will be accepted till the schedule time and date as referred to in refer clause ‘j’ of Notice Inviting Bid. The e-tenders received thereafter shall not be entertained in any circumstances.

10.4. Opening of Part I

- a) The Technical – Commercial bids will be opened on the scheduled time and date as referred to in clause ‘k’ of Notice Inviting Bid at Estate Department, RBI Kanpur. The Bidders or their authorized representatives may be present if they so desire.

10.5. Scrutiny of Part I

- a) The Part I shall be evaluated as per the procedure indicated in special condition of contract (Section III).
- b) After evaluation of the Part I, the short-listed Bidders will be intimated by emails to all the bidders. The decision of the Bank on Part I shall be final and shall not be open for discussion.

11. Opening of Part II /Financial Bid

The Part II of the short-listed bidders will be opened later, and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may be present if they so desire.

12. Scrutiny of Part II

The Part II shall be evaluated as per the procedure indicated in special condition of contract (Section III). Accordingly, Lowest bidder (L1) shall be declared. Bank has Right to vary quantities at the time of placing Order/signing of Contract.

13. Bank's right to accept any Bid and to reject any or all Bids

Notwithstanding anything mentioned above, RBI 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 shall not assign any reason for rejection of any or all Bids.

RBI 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) An evidence of a possible collaboration/mischief on part of Bidders, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process
- d) On occurrence of any such event, RBI shall notify all the bidders within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Bidders within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any bidder on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- e) 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.
- f) The Bank discourages the stipulation of any additional conditions by the bidder.

14. Safety Code

- a) First aid appliances, including adequate supply of sterilized dressings and cotton wool shall be maintained in a readily accessible place.
- b) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- c) Suitable and strong single / double scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- d) No portable single ladder shall be over 8 meters in length, the width between the side rails not 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.
- e) The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
- f) Every opening in the floor of a building or 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 metre.
- g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- h) All safety gears like hand gloves, face mask, protection goggles etc. necessary for carrying out the work safely should be provided by the contractors to its workers.
- i) Safety Harness shall be provided by contractor for work at height

15. Non-Disclosure Clause

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- a) The contractor shall not disclose directly or indirectly any information, materials, and details of the Bank's infrastructures/systems/equipments etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the employer for any loss suffered by the employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.
- b) The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under the agreement are fully satisfied.
- c) The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- d) In witness whereof the parties hereto have executed this agreement on the above-mentioned date.

16. Sexual Harassment of women at work place

The Contractor / Agency shall comply with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. The Contractor shall be liable for payment of monetary compensation that may be payable to the complainant/victim. 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.

17. CLRA ACT

- a) The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- b) As and when the contractor employs more than 20 workers as contract labour, he/she shall obtain license from competent authority in accordance with the provisions of the CLRA ACT.
- c) That the several parts of this contract have been read and fully understood by the Contractor.

18. Integrity pact: -

Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/

IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle.

19. No Corrupt Practice

RBI requires that contractor under this contract observe the highest standard of ethics especially during the validity of the contract. In pursuance of this policy, RBI:

Defines, for the purpose of these provisions, the terms set forth below as follows:

- a) "Corrupt practices" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public and
- b) "Fraudulent practice" means a misrepresentation of fact in order to influence the execution of a contract to the detriment of the Employer and include collusive practice among applicants/bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level and to deprive the Employer of the benefit of free and open competition.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive level; and
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly the person or their property to influence their participation in the procurement process or affect the execution of a contract.
- e) Will reject proposal for award of work if it is determined that the contractor recommended for award has engaged in corrupt or fraudulent practice in completing for the contract in question,
- f) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in completing for, or in executing the contract.

20. Disputes: Settlement of Disputes by Arbitration

- a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final. But if the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree sole arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate presiding arbitrator or umpire.
- b) The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition, or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

- c) The arbitrator or arbitrators, as the case may be, shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator, or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of arbitration shall be RBI, Kanpur.
- d) This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. 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 or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.
- e) All disputes arising shall be subject to the exclusive jurisdiction of competent court at Kanpur.

21. Duty and Discipline

The Agency shall be obliged to comply with the following:

- a) Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India, Kanpur.
- b) To pay all dues of its employees and keep the Reserve Bank of India, Kanpur absolved and indemnified from any liability in this respect.
- c) To be responsible for behaviour of its employees, their turnout and uniform and ensure good conduct, cooperation, and discipline towards employees/ officers of Reserve Bank of India, Kanpur, and its representatives.
- d) To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Kanpur notifies.
- e) On expiry of the agreement, the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of Reserve Bank of India, Kanpur so that no liability or obligation devolve on the Reserve Bank of India, Kanpur.

22. Debar/Disqualification

In the event of failure to execute the work, the Bank reserves the right to debar the contractor, its associates, and entities in which it is interested from award of any contract in the Bank. The Bank also reserves its right to debar the contractor who fails to discharge the contractual obligation under this contract, from participating in any tender or from award of any work in the Bank for a period of three years. The Bank shall issue a 10 days' notice to the contractor before debarring the contractor and consider reply, if any, given by the Contractor to such notice. The decision of the Regional Director shall be final in this regard.

Place:

(Signature of the bidder with stamp)

Date:

(Name)

Section III: Special Condition of the contract

1. Evaluation of Tender

1.1. Part I (Techno – Commercial Bid):

The Bank would examine and evaluate responsive Techno – Commercial Bids, as per the Bank's requirement. All the qualified Bidders are liable for opening of Part II/ Financial Bid.

1.2. Part II (Financial Bid):

- a) Part II /Financial Bid will be evaluated on the basis of total cost of the contract. Lowest among the bidders will be called L1 bidder. Bank may ask justification/details of the quoted price. However, tenders who are not in consonance with Minimum Wages Act and / or any other Labour laws will be treated as invalid.
- b) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless RBI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- c) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'b' and 'c' above.
- e) In case of any item rate are not filled / found blank. Bank shall take highest quoted rates among the Bidders for evaluation for such item rates.
- f) However, lowest quoted rates shall be payable to bidder for such item in case the bidder is declared L1 bidder.
- g) If there is any arithmetical error in totalling of individual items, the correct total shall be computed by the Owner and the same shall govern.
- h) In the event of a tie where multiple bidders have, in their financial bids, quoted the same lowest amount, the work will be awarded to the bidder which has the highest Average Annual Turnover in the last three Financial Years, i.e., FY 2020-21, 2021-22 and 2022-23. However, Final decision rests with RBI and shall be binding on all bidders.
- i) The Contractor is expected to quote rate for each item after careful analysis of cost involved for the carrying out the job, considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the tender unless the Bank is convinced about the reasonableness of the rates on scrutinizing the analysis for such rate to be furnished by the tenderer on demand.

2. Execution of agreement/contract:

On receipt of intimation from the Bank of the acceptance of his tender, the successful bidder shall be bound to sign the formal contract within fourteen days thereof. The cost of requisite stamp paper for execution of the agreement shall be borne by the bidder. The format of article of agreement is provided at Annexure III, however, the Bank incorporate additional terms and conditions in the agreement. If the contractor selected fails to sign the formal agreement within

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specified period or fails to undertake the work, the letter of intent shall be treated as cancelled.

3. Validity of contract:

The initial contract will be valid till 31st March 2025 (end of current FY 2024-25) and subject to renewal for further period of two years on agreed terms and condition and satisfactory services till the termination of the contract.

For all subsequent years (after 1st year of AMC) the new contract amount will be arrived at based on following formula.

$$Ac = Ap \{15+60 \times (EPIc/EPIp) + 25 \times (CPIc/CPIp)\} \times 1/100$$

Ac

The contract amount for the current year

Ap

The contract amount for the previous year

EPIc

Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for previous year.

EPIp

Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for current year.

CPIc

Consumer Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for current year.

CPIp

Consumer Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

4. Termination for Default

4.1. During the period of agreement, the contract may be terminated by Reserve Bank of India, Kanpur by giving one month notice or on payment of one month charges in lieu thereof. In case of termination of contract or non-renewal of contract, the contractor shall continue to provide services on same terms and conditions for three months or as advised by the Bank, whichever is earlier. The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Bidder and upon the Bidder's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part.

a) If the Bidder fails to deliver any or all of the items within the time period(s) specified in the Contract; or

b) If the Bidder fails to perform any other obligation(s) under the Contract.

4.2. On termination of the Contract for default, action will be taken to debar the Bidder from participating in any tender or award of work in the Bank.

4.3. In such a situation the Contractor shall not be entitled for any compensation.

5. Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

6. Termination of Contracts by the Bidder

If payment of the amount payable by the Bank under certificate 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 Bidder/Bidder to the Bank, or if the Bank interferes with or obstructs the issue

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of any such certificate, or if the Bank repudiates the Contract without any reason, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Bidder shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, 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.

7. **Penalty:**

- i. Complaint shall be attended within 02 hours from the time of registering complaint/s with your official and shall be rectified within 08 hours from the time of registering complaint/s with your official. In case of major complaint, it shall be rectified within 24 hours from the time of registering complaint with your official. Penalty as below will be recovered from payable on account of delay in attending complaint.

Duration	Penalty
Beyond 08 hours for minor breakdown	N x Rs.100/- (N= No of days delayed)
Beyond 24 hours for major breakdown	N x Rs.200/- (N= No of days delayed)

Major work means replacement of the coil/compressor/heat-pump/Inverter AC, PCB, rest of the work shall be considered as minor complaint.

- ii. The Contractor shall submit the Bill within 15 days from end of the quarter failing of which a penalty of Rs 500 per day will be recovered for delay. In any case the total penalty at any point of time on account of any or all the categories put together shall not exceed 10% of the total contract value. Once the total penalty reaches this limit, the contract shall be liable for review / rescind as per the provisions of the contract agreement and the decision of Regional Director, Kanpur in this regard shall be final and binding on the contractor.
- iii. Non-deployment of the technician at Banks office building (considering 6 days per week), amount of Rs.1,000/- per day will be recovered from the payable.

8. **Compliance**

The contractor shall maintain the documentary evidence of compliance of the extant statutes, rules, orders, etc. in the forms prescribed thereunder. The Bank shall have the right to call for and examine/inspect/verify such documents to satisfy itself of such compliance. The contractor shall furnish such documents to the Bank within reasonable time not exceeding five working days after communication of such requirement is served on the contractor in writing or any other period directed by a court, tribunal, authority etc. whichever is shorter. If the contractor fails to furnish documents complete in all respects, the Bank shall have the right to impose a liquidated damage of Rs. 1,000/- (Rupees One thousand only) per day after expiry of the time permitted for submission of the documents. Any pecuniary loss, liquidated damage, payment etc. incurred/made by the Bank due to non-maintenance by the contractor or on-furnishing of such records by the contractor leading to inability of the Bank to present such records before any court or statutory or administrative authority or municipal body if required to do so by the later, shall be recovered by the Bank from the Security Deposit or other dues payable or falling payable to the contractor. If the Bank is unable to recover the amount/s fully, the remaining amount shall be recovered as debt due by the contractor to the Bank. The contractor shall

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indemnify and keep indemnified the Bank, if any proceedings are initiated against the Bank in respect of statutory dues or compliance for which he is responsible. The Bank shall have the right to terminate the contract if the contractor fails to ensure compliance within reasonable time keeping in view the nature and seriousness of such non-compliance.

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

9. For performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
10. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the Regional Director, Reserve Bank of India, Kanpur, or his/her nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Regional Director, Reserve Bank of India, Kanpur for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Regional Director, Reserve Bank of India, Kanpur or the officer designated by the Regional Director in this respect from time to time.
11. The Regional Director, Reserve Bank of India, Kanpur or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons deployed by the contractor in order to ensure that persons deployed by him are doing their duties effectively.
12. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Kanpur in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, Kanpur in case any of the aforesaid acts on the part of the said person.
13. The Contractor shall carefully and diligently perform the work assigned to him in consultation with the Regional Director, Reserve Bank of India, Kanpur or Security Officer/s or any other officer designated by the Regional Director.
14. The Contractor shall deploy his persons in such a way that they get 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 contractor 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 contractor 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, Kanpur, a sum as may be claimed by any person/client.
15. There shall be no employer and employee relationship between the Bank and the contractor/persons deployed by him for the purpose of the contract. The contractor 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, Kanpur and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Reserve Bank of India, Kanpur either explicitly or implicitly.

16. The Contractor shall keep the Reserve Bank of India, Kanpur indemnified against all claims whatsoever in respect of the employees deployed by the contractor, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case Reserve Bank of India, Kanpur is made party and is supposed to contest the case, Reserve Bank of India, Kanpur will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to Reserve Bank of India, Kanpur on demand. Further, the contractor shall ensure that no financial or any other liability comes on Reserve Bank of India, Kanpur of any nature whatsoever and shall keep Reserve Bank of India, Kanpur indemnified in this respect.
17. That any loss of official property of Reserve Bank of India, Kanpur due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority. However, Contractor will have the right to appeal to the Regional Director, Reserve Bank of India, Kanpur, whose decision will be final in the matter.
18. The Contractor shall ensure that the persons so deployed do not allow any property of the Regional Director, Reserve Bank of India, Kanpur related to gardening/horticulture to be taken out of the premises without a Gate Pass signed by the designated officials of the Bank.
19. No accommodation facility or medical facility will be provided by Reserve Bank of India, Kanpur.
20. The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. The Contractor shall be liable for payment of monetary compensation that may be payable to the complainant/victim. 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.
21. The contractor is bound to follow all Labour rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of State Government and Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority.
22. In all matters of dispute arising at work the Bank's decision shall be final and will be binding on the contractor.
23. That the several parts of this Contract have been read by the contractor and fully understood by the contractor.

Place: (Signature of the bidder with stamp)

Date: (Name)

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Section IV: Details of Bidders

Particulars of Firm

S.no.	Particulars	To be filled by Bidder
1.	Composition of the (Whether partnership Proprietorship /Company)	
2.	Names of the proprietor/partners / Directors of the Company	
3.	GST registration with supporting documents If any	
4.	Overall GST rate considered by the firm for rendering above services in the state of Uttar Pradesh	
5.	Address of the Firm	
	Telephone/ mobile	
	E-mail	
	Fax	

The details of bidder's bank are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by bidder
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

Section V: Scope of work

1. This is comprehensive annual maintenance contract for all type of Split/Window/Tower/Cassette/Ductable ACs installed in Bank Premises and 03 residential colonies. Any addition/deletion in AC (Split/Window/Tower/Cassette/Ductable) unit during CAMC period shall be done on pro-rata basis. The list of ACs is mentioned below:

Sr. No.	Type of AC	Tonnage	Quantity
1	Split	1.5	98
2	Split	1.8	8
3	Split	2	12
4	Window	1	4
5	Window	1.5	32
6	Cassette	2.2	14
7	Cassette	3	2
8	Cassette	3.5	3
9	Cassette	5	2
10	Ductable	4	2
11	Ductable	5.5	3
12	Ductable	7.5	3
13	Tower	3.3	6
14	Tower	4.6	5
15	Tower	5	2

2. To carry out the servicing of all the Air-Conditioner Unit with the use of air blower/ if required with water pump once in a quarter.

3. To clean the air filter of the air-conditioner unit once in a quarter. The contract includes 2 Dry service (cleaning of filter) and two wet service of ACs. Also servicing of AC as and when required.

4. To attend the complaint/s within 02 hours from the time of registering complaint/s with your official and shall be rectified within 08 hours from the time of registering complaint/s with your official. In case of major complaint, it shall be rectified within 24 hours from the time of registering complaint with your official.

5. To check all the safeties provided in the air-conditioner unit.

6. To check the electric point for its healthy working of all air-conditioner units once in a quarter.

7. To replace all the defective parts including compressor in the air-conditioner units.

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8. To keep spares of air-conditioner units to avoid downtime.
9. Provision of standby unit in the event of major work.
10. To refill refrigerant gas for respective air-conditioner unit to provide required temperature as and when required.
11. To replace insulation on refrigerant pipes, if found damaged.
12. To repair both (indoor & outdoor) the Printed Circuit Board (PCB) of AC units, if required as per condition. If the PCB/s is not repairable, contractor shall replace the PCB with the new PCB. Bank will not pay any extra amount for that the PCB replacement as it is CAMC.
13. To check and repair/replace the outdoor unit body grill of all the Air conditioner units.
14. Necessary tools and testing instruments such as tong tester/multi meter, insulation tape, necessary wrench/goti/panna/cutter/drill machine, plier, cutter screw drivers, spanner set blowers, drill machine, megger, earth tester, hand globe pipe wrench shall be provided by the contractor. No extra payment will be made for the same. Contractor should also arrange ladders and other necessary equipment required to carry out day to day maintenance work.
15. The contractor will arrange for all Transportation & Packaging trolley welding set, charging kit etc. from his own sources and nothing extra will be paid for the same.
16. The Bank may ask for shifting of the AC units within the same premises, no extra payment shall be made for Labor. However, cost of material used for shifting the equipment will be paid on actual measurement basis. Due precautions shall be kept by the contractor in relation to refrigerant gas, leakage etc. while shifting.
17. To repair/ replace the condenser coil, if found faulty, no extra payment shall be made by the Bank.
18. To submit the bills along with the reports to this office with proper stamp & signature of the respective colony Caretaker within the 15 days from the end of quarter. Report without occupant/caretaker signature will not be considered while processing of AMC bill.
19. Servicing will be carried out in co-ordination with Banks caretaker at colony/ guest house supervisor/ Banks engineers as required.
20. Any consumable except AC remote, batteries will not be paid separately.
21. Critical areas like CVPS, servicing of the AC units will be carried out on weekly basis as per the availability.

Note- Contractors are advised to visit the site to acquaint themselves with the scope of work before quoting the rates.

- Bank will not accept any liability for any mishap / accident for all the staff deputed by the contractor while working in the Bank and Residential colonies. Proper insurance cover for all the workers posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period. Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract within seven days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the

Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

Note:-

(I) Any conditional tender will be treated as rejected tender.

(II) No variation in rates shall be entertained during the period of contract. No increase in profit and other passive component will be entertained during the period of the contract.

Place: (Signature of the bidder with stamp)

Date: (Name)

SECTION VI: Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1. Process of E-Tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as 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 P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <https://mstcecommerce.com/eproc/>.

1). Vendors are required to register themselves online with www.mstcecommerce.com → 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 mail confirming their registration in their email which has been provided during filling the registration form.
In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI Kanpur):

Shri Sahil Pandita, Asst. Manager: 9170301073 (sahilpandita@rbi.org.in)

Shri Amandeep Singh (Manager): 0512- 2304119 (amandeepsingh@rbi.org.in)

Contact person (MSTC Ltd):

1. Shri Rohit Kr Singh, Assistant Manager, 0522-4244702

2. Shri Nitin Anand, Manager, 0522-4240445

B) System Requirement:

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)
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	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.
5.	Information about e-tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	Bidding in e-tender: - Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. - The process involves Electronic Bidding for submission of Technical and Commercial Bid. - The vendor(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. - The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.

	e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid. f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded. g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of. k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof
11.	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at 05224244702/05224240445 well in advance and bidders are advised to avoid any last-minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.

ANNEXURE I: Important Information:

(a)	Estimate cost of the work	Rs. 8,79,520/- (Rupees Eight Lakh Seventy-Nine Thousand Five Hundred Twenty only) (Including GST @18%)
(b)	EMD through NEFT (upload the details on the MSTC portal). Also, intimate / forward the transaction details (UTR number) to estatekanpur@rbi.org.in	Only successful bidder shall deposit only 2% of the contract value. To be paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- IV)
(c)	Security Deposit	On award of contract, EMD of successful bidder will be kept as Security Deposit till the period of contract.
(d)	E-Tender documents can be downloaded from	https://mstcecommerce.com/eproc/
(e)	Date & time of opening of Part-II (Financial Bids)	Shall be intimated to all Bidders later after scrutiny of Techno – Commercial bids
(f)	Commencement Date	As specified in the work order /Tender/NIT
(g)	Payment condition	Refer subsection 7 of <u>Section III: Special Condition of the contract</u>
(h)	Validity of the tender	90 days from the date of opening of Techno – Commercial bid
(i)	All disputes arising shall be subject to the jurisdiction	Kanpur
(j)	Contact person for communication in Connection with this E-Tender.	Shri Sahil Pandita, Asst.Manager +91-9170301073, Ms Mansi Jain Asst.Manager (Tech-Electrical) 7665538104, Email: mansij@rbi.org.in

Place:

Signature of the tenderer

Date:

Address:

ANNEXURE-I: करारनामा / Articles of Agreement

यह करारनामा वर्ष 2024 के _____ माह के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, कानपुर जिसका केंद्रीय कार्यालय मुंबई में है (जिसे इसके बाद "बैंक" कहा गया है)

और

_____ (इसके बाद "ठेकेदार" के रूप में संदर्भित) दूसरा पक्ष है, जिसका कार्यालय _____ में है जिसमें जब तक प्रतिकूल संदर्भ और अर्थ न हो, उसके उत्तराधिकारी, प्रतिनिधि, प्रशासक शामिल होंगे, के बीच गया है।

ARTICLES OF AGREEMENT made the ____ day of _____ month of Year 2024 between the Reserve Bank of India, Kanpur having its Central Office at Mumbai (hereinafter called "The Bank") on the other part.

and

M/s _____, having its office at _____ (hereinafter referred to as the "Contractor") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

और यह कि बैंक अपने दिनांक _____ के पत्र _____ में यथा निर्दिष्ट उद्देश्य हेतु ठेकेदार की सेवाएं लेने का इच्छुक है।

And whereas the Bank is desirous of availing services of the contractor for the purpose as indicated in the letter No _____

और यह कि दोनों पक्ष ठेकेदार द्वारा दी जाने वाली उक्त सेवाओं के नियम और शर्तें लिखित रूप में रखने के इच्छुक हैं।
And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the contractor.

यह कि नियोक्ता निविदा में दिए गए विनिर्देशों और शर्तों के अनुसार **भारतीय रिज़र्व बैंक के कार्यालय भवन एवं 03 आवासीय कॉलोनियों में लगे विभिन्न ACs के रखरखाव कार्य हेतु व्यापक वार्षिक अनुरक्षण अनुबंध** संविदा देने के इच्छुक हैं।

WHEREAS the Employer is desirous of awarding Comprehensive annual maintenance contract of various ACs installed in Bank Premises and 03 Residential Colonies, RBI Kanpur, as per specification and condition mentioned in the tender.

और जबकि निविदाकर्ता यहाँ आगे निर्धारित शर्तों और संविदा की विशेष शर्तों में निर्धारित शर्तों, कार्य के दायरे और मात्रा-अनुसूची और संविदा की यथा आशोधित और अंततः दोनों पक्षों द्वारा स्वीकृत शर्तों (जिन सबको इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा गया है) पर बैंक की उक्त अपेक्षाओं में प्रदर्शित कार्यों और/अथवा उक्त विनिर्देशनों में वर्णित और मात्रा-अनुसूची में शामिल निर्धारित संबन्धित दरों पर निकली कुल राशि अथवा अन्य ऐसी राशि (जिसे इसके बाद "उक्त संविदा राशि" कहा गया है) जो उसके तहत देय होगी, पर विषयांकित कार्य करने पर सहमत हैं।

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

अब पक्षों द्वारा और उनके बीच निम्नलिखित रूप से करार किया जाता है :- NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

यह करार _____ से प्रभावी होगा और _____ तक अथवा इसमें निहित शर्तों के अनुसार इसे समाप्त किये जाने की तिथि तक लागू रहेगा।

This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained.

उद्धृत प्रभार रु. _____ /- (रुपये _____)

मात्र) जिसमें रखरखाव कार्य करने हेतु नियोजित श्रम-शक्ति की लागत शामिल है, का भुगतान इन्वायस प्रस्तुत करने पर मासिक आधार पर किया जाएगा। कार्य करने के लिए यदि किसी सामग्री की आवश्यकता पड़ती है तो वह सामग्री बैंक द्वारा प्रदान की जाएगी। उसका भुगतान समस्त सांविधिक बकाया राशि/ करों, इत्यादि की कटौती करने के बाद और बैंक के पदाधिकारियों द्वारा इस प्रकार से विधिवत प्रमाणित किए जाने के बाद किया जाएगा कि प्रदत्त सेवाएं संतोषप्रद रही हैं।

The quoted charges of Rs. _____ /- (Rupees _____ Only) covering

the cost of manpower deployed, for maintenance work shall be payable on monthly basis subject to submission of invoice. The materials if any required will be provided by the Bank to attend the work. Payment thereon will be made after the same is duly certified by the Bank's officials

to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

इस निविदा की शर्तों के आधार पर रखरखाव सेवाओं के कुशल प्रितपादन के बाद ही बिल जमा करने के अधीन मासिक आधार पर देय होगा एवं बिल को बैंक के अधिकारियों द्वारा विधिवत प्रमाणित करने एवं सभी सभी वैधानिक बकाया / करों आदि की कटौती के बाद बिल का भुगतान किया जाएगा।

The above-mentioned maintenance services contract bill payment will be made on monthly basis after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.

निविदा में उल्लिखित नियम और शर्तों के अनुसार ठेकेदार नियमित आधार पर सेवाएं प्रदान करने के लिए जिम्मेदार होगा। ठेकेदार या उसके पर्यवेक्षक को बैंक के परिसर का दौरा करना होगा और केयर टेकर या उसके कर्मचारियों के समक्ष मौजूद समस्याओं का समाधान करने के लिए बैंक के अधिकारियों/ इंजीनियरों/ केयर टेकर से सप्ताह में कम से कम एक बार मिलना होगा।

The Contractor shall be responsible for providing services on regular basis as per the Terms and Conditions of the Tender. The contractor/supervisor should visit the Bank's premises and meet the Bank's officials/engineers at least once a week to sort out any problems faced by the contractor/staff.

ठेकेदार कार्य के दायरे और अनुबंध की शर्तों के अनुसार तथा निविदा में निहित शर्तों के आधार पर सेवाएं प्रदान करने के लिए जिम्मेदार होगा

The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

इस करार से उत्पन्न अथवा इससे किसी भी रूप में जुड़े सभी विवादों के बारे में यह माना जाएगा कि वे कानपुर में उत्पन्न हुए हैं और वे केवल कानपुर स्थित न्यायाधिकरण के अधीन निर्णीत होंगे।

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

2. कार्य का दायरा / Scope of work

1. This is comprehensive annual maintenance contract for all type of Split/Window/Tower/Cassette/Ductable ACs installed in Bank Premises and 03 residential colonies. Any addition/deletion in AC (Split/Window/Tower/Cassette/Ductable) unit during CAMC period shall be done on pro-rata basis. The list of ACs is mentioned below:

Sr. No.	Type of AC	Tonnage	Quantity
1	Split	1.5	98
2	Split	1.8	8
3	Split	2	12
4	Window	1	4
5	Window	1.5	32

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6	Cassette	2.2	14
7	Cassette	3	2
8	Cassette	3.5	3
9	Cassette	5	2
10	Ductable	4	2
11	Ductable	5.5	3
12	Ductable	7.5	3
13	Tower	3.3	6
14	Tower	4.6	5
15	Tower	5	2

2. To carry out the servicing of all the Air-Conditioner Unit with the use of air blower/ if required with water pump once in a quarter.

3. To clean the air filter of the air-conditioner unit once in a quarter. The contract includes 2 Dry service (cleaning of filter) and two wet service of ACs. Also servicing of AC as and when required.

4. To attend the complaint/s within 02 hours from the time of registering complaint/s with your official and shall be rectified within 08 hours from the time of registering complaint/s with your official. In case of major complaint, it shall be rectified within 24 hours from the time of registering complaint with your official.

5. To check all the safeties provided in the air-conditioner unit.

6. To check the electric point for its healthy working of all air-conditioner units once in a quarter.

7. To replace all the defective parts including compressor in the air-conditioner units.

8. To keep spares of air-conditioner units to avoid downtime.

9. Provision of standby unit in the event of major work.

10. To refill refrigerant gas for respective air-conditioner unit to provide required temperature as and when required.

11. To replace insulation on refrigerant pipes, if found damaged.

12. To repair both (indoor & outdoor) the Printed Circuit Board (PCB) of AC units, if required as per condition. If the PCB/s is not repairable, contractor shall replace the PCB with the new PCB. Bank will not pay any extra amount for that the PCB replacement as it is CAMC.

13. To check and repair/replace the outdoor unit body grill of all the Air conditioner units.

14. Necessary tools and testing instruments such as tong tester/multi meter, insulation tape, necessary wrench/goti/panna/cutter/drill machine, plier, cutter screw drivers, spanner set blowers, drill machine, megger, earth tester, hand globe pipe wrench shall be provided by the contractor. No extra payment will be made for the same. Contractor should also arrange ladders and other necessary equipment required to carry out day to day maintenance work.

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15. The contractor will arrange for all Transportation & Packaging trolley welding set, charging kit etc. from his own sources and nothing extra will be paid for the same.

16. The Bank may ask for shifting of the AC units within the same premises, no extra payment shall be made for Labor. However, cost of material used for shifting the equipment will be paid on actual measurement basis. Due precautions shall be kept by the contractor in relation to refrigerant gas, leakage etc. while shifting.

17. To repair/ replace the condenser coil, if found faulty, no extra payment shall be made by the Bank.

18. To submit the bills along with the reports to this office with proper stamp & signature of the respective colony Caretaker within the 15 days from the end of quarter. Report without occupant/caretaker signature will not be considered while processing of AMC bill.

19. Servicing will be carried out in co-ordination with Banks caretaker at colony/ guest house supervisor/ Banks engineers as required.

20. Any consumable except AC remote, batteries will not be paid separately.

21. Critical areas like CVPS, servicing of the AC units will be carried out on weekly basis as per the availability.

Note- Contractors are advised to visit the site to acquaint themselves with the scope of work before quoting the rates.

- For all subsequent years (after 1st year of AMC) the new contract amount will be arrived at based on following formula.

$$Ac = Ap \{15+60 X (EPIC/EPIp) + 25 X(CPIc/CPIp)\} X 1/100$$

Ac

The contract amount for the current year

Ap

The contract amount for the previous year

EPIC

Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for previous year.

EPIp

Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for current year.

CPIc

Consumer Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for current year.

CPIp

Consumer Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

- Bank will not accept any liability for any mishap / accident for all the staff deputed by the contractor while working in the Bank and Residential colonies. Proper insurance cover for all the workers posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds of risks from the time of award of work. These insurance policies shall be valid till the completion of the contract period. Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract within seven days thereof. The

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successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

2. Penalty:

- i. Complaint shall be attended within 02 hours from the time of registering complaint/s with your official and shall be rectified within 08 hours from the time of registering complaint/s with your official. In case of major complaint, it shall be rectified within 24 hours from the time of registering complaint with your official. Penalty as below will be recovered from payable on account of delay in attending complaint.

Duration	Penalty
Beyond 08 hours for minor breakdown	N x Rs.100/- (N= No of days delayed)
Beyond 24 hours for major breakdown	N x Rs.200/- (N= No of days delayed)

Major work means replacement of the coil/compressor/heat-pump/Inverter AC, PCB, rest of the work shall be considered as minor complaint.

- ii. The Contractor shall submit the Bill within 15 days from end of the quarter failing of which a penalty of Rs 500 per day will be recovered for delay. In any case the total penalty at any point of time on account of any or all the categories put together shall not exceed 10% of the total contract value. Once the total penalty reaches this limit, the contract shall be liable for review / rescind as per the provisions of the contract agreement and the decision of Regional Director, Kanpur in this regard shall be final and binding on the contractor.
- iii. Non-deployment of the technician at Banks office building (considering 6 days per week), amount of Rs.1,000/- per day will be recovered from the payable.

3. **गैर प्रकटीकरण खंड** - ठेकेदार और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ प्रणाली/ उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। ठेकेदार करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। ठेकेदार नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु ठेकेदार द्वारा नियोक्ता को क्षतिपूर्ति किया जाएगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

ठेकेदार अपने कर्मचारियों के मामले में वे सभी उचित कदम उठाएगा जिससे कि इस करार के अधीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का पूर्ण अनुपालन हो।

अप्रकटीकरण और गोपनीयता संबंधी ठेकेदार की बाध्यता इस करार की समाप्ति/निरस्तीकरण(चाहे जिस वजह से हो) के उपरांत भी रहेगी।

गवाहों की उपस्थिति में ऊपर उल्लिखित तारीख पर यह करार निष्पादित किया गया।

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

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under the 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.

In witness whereof the parties hereto have executed this agreement on the above-mentioned date.

4. **सीएलआरए अधिनियम** - अप्रकटीकरण और गोपनीयता संबंधी ठेकेदार की बाध्यता इस करार की समाप्ति/निरस्तीकरण (चाहे जिस वजह से हो) के उपरांत भी रहेगी। जैसे ही ठेकेदार 20 से अधिक श्रमिकों को अनुबंधित श्रमिक के रूप में काम पर रखता है, उसे सीएलआरए अधिनियम के प्रावधानों के अनुसार सक्षम प्राधिकारी से लाइसेंस प्राप्त करना होगा। यह कि ठेकेदार द्वारा इस करार के अनेक अंशों को पढ़ा एवं समझा गया है।

CLRA ACT - The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason. As and when the contractor employs more than 20 workers as contract labour, he/she shall obtain license from competent authority in accordance with the provisions of the CLRA ACT. That the several parts of this contract have been read and fully understood by the Contractor.

5. **ईमानदारी समझौता** - नियोक्ता की तरफ से यह वादा किया जाता है कि वह ऐसा कोई लाभ नहीं माँगेगा अथवा स्वीकार करेगा जो कानूनी रूप से उपलब्ध न हो। बोलीकर्ताओं की तरफ से वादा किया जाता है कि वे अन्य बोलीकर्ताओं को किसी लाभ का प्रस्ताव नहीं देंगे अथवा अन्य बोलीकर्ताओं के साथ कीमतों, विनिर्देशनों, प्रमाणीकरण, अनुषंगी संविदाओं इत्यादि के संबंध में कोई मिलीभगत नहीं करेंगे। नियोक्ता द्वारा व्यावसायिक संबंध के तहत उपलब्ध करायी गयी कोई जानकारी बोलीकर्ता दूसरों को नहीं देंगे और भ्रष्टाचार निवारण अधिनियम / भारतीय दंड संहिता

अधिनियम के तहत परिभाषित कोई अपराध नहीं करेंगे। बोलीकर्ताओं द्वारा अभिकर्ताओं/ दलालों या किसी अन्य बिचौलिए को किए जाने वाले भुगतान प्रकट किए जाएंगे। बोलीकर्ता किसी अन्य कम्पनी के साथ किया गया कोई अनुचित व्यवहार जिससे भ्रष्टाचार विरोधी सिद्धांत को ठेस पहुँच सकती हो, उसे प्रकट करेंगे।

Integrity pact - Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/ IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle.

6. **कोई भ्रष्ट प्रथा नहीं** - आरबीआई यह अपेक्षा करता है कि इस करार के तहत ठेकेदार विशेष रूप से, करार की अवधि के दौरान आचरण के सर्वोत्तम मानकों का पालने करें, इस नीति के अनुसरण में, आरबीआई:

इन प्रावधानों के उद्देश्य हेतु, निम्नानुसार निर्धारित शर्तों को परिभाषित करता है:

"भ्रष्ट प्रथा" का आशय सार्वजनिक कार्रवाई को प्रभावित करने हेतु किसी प्रकार के मूल्य की पेशकश, देने, प्राप्त करने अथवा आग्रह करना और

"धोखाधड़ी की प्रथा" का अर्थ नियोक्ता को नुकसान पहुंचाने हेतु करार के निष्पादन को प्रभावित करने के लिए तथ्यों को गलत ढंग से प्रस्तुत करना और इसमें कृत्रिम, गैर-प्रतिस्पर्धी स्तर पर बोली-मूल्य लगाने के लिए तैयार किए गए आवेदकों / बोलीदाताओं (बोली जमा करने से पहले या बाद में) में कपटपूर्ण प्रथाएं और मुक्त एवं खुली प्रतिस्पर्धा का लाभ लेने से नियोक्ता को वंचित करना शामिल है।

"कपटपूर्ण प्रथा" का अर्थ कृत्रिम, गैर-प्रतिस्पर्धी स्तर पर बोली का मूल्य रखने हेतु दो या दो से अधिक बोलीकर्ताओं के बीच एक योजना अथवा व्यवस्था; और

"प्रतिरोधी प्रथा" का अर्थ खरीदारी प्रक्रिया में उनकी सहभागिता अथवा करार के निष्पादन को प्रभावित करने हेतु व्यक्ति अथवा उनकी संपत्ति को प्रत्यक्ष या अप्रत्यक्ष रूप से नुकसान पहुंचाना अथवा धमकी देना।

यदि यह पाया जाता है कि जिस ठेकेदार को प्रश्नगत करार पूरा करने का कार्य आबंटित किया गया है, वह भ्रष्ट अथवा धोखाधड़ी गतिविधियों में संलिप्त है तो आबंटित कार्य निरस्त कर दिया जाएगा।

यदि किसी भी समय यह पाया जाता है कि ठेकेदार करार को पूरा करने अथवा कार्यान्वित करने में भ्रष्ट अथवा धोखाधड़ी गतिविधियों में संलिप्त है तो करार/करारों को आबंटित करने के लिए उसे अनिश्चित समय अथवा किसी निश्चित अवधि के लिए अयोग्य बोलीकर्ता घोषित कर दिया जाएगा।

No Corrupt Practice - RBI requires that contractor under this contract observe the highest standard of ethics especially during the validity of the contract. In pursuance of this policy, RBI:

Defines, for the purpose of these provisions, the terms set forth below as follows:

"Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of public and

“Fraudulent practice” means a misrepresentation of fact in order to influence the execution of a contract to the detriment of the Employer, and include collusive practice among applicants/bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level and to deprive the Employer of the benefit of free and open competition.

“Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive level; and

“Coercive practice” means harming or threatening to harm, directly or indirectly the person or their property to influence their participation in the procurement process or affect the execution of a contract.

Will reject proposal for award of work if it is determined that the contractor recommended for award has engaged in corrupt or fraudulent practice in completing for the contract in question, Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in completing for, or in executing the contract.

7. विवाद: विवाचन द्वारा विवाद का निपटारा

किसी भी प्रकार के विवाद और मतभेद, जो ठेके से या उसके संबंध में या कार्य का निष्पादन करने के संबंध में उत्पन्न हों (चाहे कार्य चालू रहने के दौरान या कार्य पूरा होने के बाद और ठेके के अवसान, ठेका छोड़ देने या संविदा भंग होने पर) उन्हें बैंक को संदर्भित किया जाएगा और बैंक द्वारा उनका निपटाया जाएगा और बैंक द्वारा निर्णय लिखित रूप में किया जाएगा। ऐसा निर्णय या तो अंतिम प्रमाणपत्र के रूप में होगा या अन्य प्रकार से होगा।

किसी भी अपवादित मामलों में बैंक का निर्णय अंतिम होगा, पर यदि ठेकेदार किसी मामले में असंतुष्ट है, वह 28 दिनों के भीतर एक-दूसरे को लिखित सूचना दे कर कहेंगी कि विवाद के विषयों का विवाचन कराया जाये।

ऐसी लिखित नोटिस में उन विषयों को विनिर्दिष्ट किया जाएगा, जिन पर विवाद है या उस मतभेद को विनिर्दिष्ट किया जाएगा, जिसके लिए नोटिस दी गयी है। यदि दोनों पक्ष सहमत हैं तो एक विवाचक को इस उद्देश्य के लिए नियुक्त किया जाएगा। यदि एक विवाचक की नियुक्ति पर सहमति नहीं बने, तो दोनों पक्ष अपनी ओर से एक व्यक्ति को विवाचक के रूप में नामित करेंगे। पक्षों द्वारा नामित किए गए दोनों मध्यस्थ पीठासीन मध्यस्थ अथवा निर्णायक नामित करेंगे। मध्यस्थ अथवा मध्यस्थगण, जैसी स्थिति हो, के पास किसी प्रमाणपत्र, मत, निर्णय, माँग या नोटिस को खोलने, उसकी समीक्षा करने और उसे संशोधित करने, पूर्ववर्ती खंड में संदर्भित अपेक्षित मामलों के संबंध में उसे सुरक्षित रखने और माध्यस्थम के लिए प्रस्तुत उन सभी विवादास्पद मामलों का विनिश्चय करने की शक्ति होगी जिनकी नोटिस पूर्वोक्त रीति से दी गयी होगी। मध्यस्थ अथवा मध्यस्थगण, जैसी स्थिति हो, ऐसे संदर्भ की तारीख से माध्यस्थम् और सुलह अधिनियम, 1996 के तहत विनिर्दिष्ट अवधि के भीतर अपना निर्णय करेंगे। यदि मध्यस्थता की कार्यवाही के दौरान दोनों पक्ष मामले को आपस में निपटा लेते हैं या अपने विवाद अथवा मतभेद समझौते द्वारा समाप्त कर लेते हैं तो पक्षों द्वारा संयुक्त रूप से समझौता ज्ञापन दायर किए जाने पर मध्यस्थ या मध्यस्थगण, जैसी स्थिति हो, ऐसे निपटारे अथवा समझौते के अनुसार एक निर्णय देंगे। माध्यस्थम अधिकरण की फीस समेत मध्यस्थता की कार्यवाही माध्यस्थम् और सुलह अधिनियम, 1996 के प्रावधानों और उनके तहत बनाए गए नियमों से अभिशासित होगी। मध्यस्थता का स्थान भारतीय रिज़र्व बैंक, कानपुर होगा।

इस निवेदन को माध्यस्थम् और सुलह अधिनियम, 1996 अथवा उसके किसी सांविधिक संशोधन में अभिप्रेत माध्यस्थम् निवेदन माना जाएगा। मध्यस्थ अथवा मध्यस्थों, जैसी स्थिति हो, का निर्णय अंतिम तथा पक्षों पर बाध्यकारी होगा। इस बात पर सहमति है कि ठेकेदार माध्यस्थम् को संदर्भित किए जा रहे प्रश्न अथवा विवाद से संबंधित कार्य करने में कोई देरी नहीं करेगा, बल्कि पूरी तत्परता के साथ तब तक काम करता रहेगा और बैंक के निर्णय का पालन करता रहेगा जब तक कि मध्यस्थ अथवा मध्यस्थों, जैसी स्थिति हो, का निर्णय नहीं आ जाता। मध्यस्थ या मध्यस्थों, जैसी स्थिति हो, के किसी निर्णय से ठेकेदार कार्य करने के संबंध में बैंक के अनुदेशों के कड़ाई से पालन की अपनी जिम्मेदारी से मुक्त नहीं होंगे। बैंक और ठेकेदार इसके द्वारा इस बात पर भी सहमत हैं कि इस खंड के अंतर्गत विवाचन संविदा के तहत कार्रवाई के किसी भी अधिकार की एक पुरोभाव्य शर्त होगी। सभी विवाद कानपुर स्थित न्यायालय के अनन्य क्षेत्राधिकार के अधीन होंगे।

Disputes: Settlement of Disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise.

The decision of the Bank with respect to any of the excepted matters shall be final. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree sole arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate presiding arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or arbitrators, as the case may be, shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of

Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of arbitration shall be RBI, Kanpur.

This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. 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 or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. All disputes arising shall be subject to the exclusive jurisdiction of competent court at Kanpur.

8. कर्तव्य और अनुशासन - एजेंसी को निम्नलिखित का पालन करना होगा:

भारतीय रिजर्व बैंक, कानपुर के परिसर में किसी भी प्रकार की गैरकानूनी गतिविधि अथवा अनुशासनहीनता करने की अनुमति नहीं है।

अपने कर्मचारियों को सभी प्रकार की बकाया राशि का भुगतान करना और भारतीय रिजर्व बैंक, कानपुर को इस संबंध में किसी प्रकार की देयता से मुक्त और सुरक्षित करना।

अपने कर्मचारियों के व्यवहार, उनके पहनावे और यूनीफार्म के लिए ज़िम्मेदार होना और भारतीय रिजर्व बैंक, कानपुर और उसके प्रतिनिधियों के कर्मचारियों / अधिकारियों के प्रति अच्छे आचरण, सहयोग और अनुशासन को सुनिश्चित करना।

अपने व्यक्ति के विरुद्ध समुचित सुधारात्मक और अनुशासनात्मक कार्रवाई करना जिसके लिए भारतीय रिजर्व बैंक, कानपुर द्वारा सूचित किया जाता है।

करार-समाप्ति पर, एजेंसी अपने कर्मचारियों को सभी सांविधिक भुगतान करने एवं अन्य सभी सांविधिक दायित्व और उत्तरदायित्व के लिए जिम्मेदार होगी और भारतीय रिजर्व बैंक, कानपुर के पक्ष में समुचित डिस्चार्ज प्राप्त करेगी ताकि भारतीय रिजर्व बैंक, कानपुर पर कोई देयता अथवा बाध्यता न बन सके।

Duty and Discipline - The Agency shall be obliged to comply with the following:

Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India, Kanpur.

To pay all dues of its employees and keep the Reserve Bank of India, Kanpur absolved and indemnified from any liability in this respect.

To be responsible for behaviour of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards Employees / Officers of Reserve Bank of India, Kanpur and its representatives.

*Comprehensive annual maintenance contract of various ACs installed in Bank Premises
and 03 Residential Colonies, RBI Kanpur*

To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Kanpur notifies.

On expiry of the agreement, the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of Reserve Bank of India, Kanpur so that no liability or obligation devolve on the Reserve Bank of India, Kanpur.

9. **प्रतिबंधित करना / अनर्ह करना** - कार्य निष्पादित न कर पाने की स्थिति में, बैंक के पास ठेकेदार, उसके एसोशिएट्स और संस्थाओं जिसमें वह बैंक में किसी भी संविदा को लेने की रुचि रखता है, को प्रतिबंधित करने का अधिकार सुरक्षित है। बैंक के पास यह भी अधिकार सुरक्षित है कि वह इस संविदा के तहत संविदागत कर्तव्यों को पूरा करने में विफल होने की स्थिति में ठेकेदार पर तीन वर्ष की अवधि के लिए बैंक में किसी भी कार्य अथवा किसी भी निविदा में भाग लेने पर प्रतिबंध लगा सकता है। बैंक ठेकेदार को प्रतिबंधित करने से पूर्व 10 दिनों का नोटिस जारी करेगा और इस नोटिस पर ठेकेदार द्वारा दिए गए उत्तर पर विचार करेगा। इस संबंध में क्षेत्रीय निदेशक का निर्णय अंतिम होगा और पक्षकारों को मानना होगा।

Debar/Disqualification - In the event of failure to execute the work, the Bank reserves the right to debar the contractor, its associates and entities in which it is interested from award of any contract in the Bank. The Bank also reserves its right to debar the contractor who fails to discharge the contractual obligation under this contract, from participating in any tender or from award of any work in the Bank for a period of three years. The Bank shall issue a 10 days' notice to the contractor before debarring the contractor and consider reply, if any, given by the Contractor to such notice. The decision of the Regional Director shall be final in this regard.

10. **अनुपालन** - ठेकेदार को इसमें उल्लिखित मौजूदा विधान, नियमों, आदेशों इत्यादि के अनुपालन संबंधी दस्तावेजी साक्ष्य रखने होंगे। अनुपालन संबंधी ऐसे दस्तावेजों की मांग और जांच/निरीक्षण/सत्यापन करने का अधिकार बैंक को होगा। ऐसे दस्तावेजों को ठेकेदार से लिखित रूप में मांगने की तारीख से उचित समय जो कि पांच कार्यदिवसों से अधिक न हो अथवा किसी न्यायालय, ट्रिब्यूनल, प्राधिकरण इत्यादि द्वारा निर्देशित अवधि, जो भी कम हो, के भीतर उसे बैंक को प्रस्तुत करना होगा। यदि ठेकेदार सभी मामलों में पूरे दस्तावेज प्रस्तुत करने में विफल रहता है तो बैंक को यह अधिकार होगा कि वह दस्तावेज प्रस्तुत करने के लिए दी गई समय-सीमा के बाद ठेकेदार पर प्रति दिन के लिए रु.1,000/- (एक हजार रुपये मात्र) की परिनिर्धारित हर्जाने के लिए दंड लगाए। ठेकेदार द्वारा रखरखाव न करने अथवा ठेकेदार द्वारा ऐसे अभिलेख न देने से बैंक उन्हें अदालत या सांविधिक या प्रशासनिक प्राधिकरण या नगरपालिका के समक्ष प्रस्तुत न कर पाने की वजह से बैंक को हुए आर्थिक नुकसान, परिनिर्धारित हर्जाना, बैंक द्वारा किया गया भुगतान इत्यादि की भरपाई प्रतिभूति जमा अथवा ठेकेदार को देय अथवा अन्य बकाया राशि से बैंक वसूल करेगा। यदि बैंक पूरी राशि वसूल करने में असमर्थ है, तो वह इस शेष राशि को ठेकेदार द्वारा देय ऋण के रूप में वसूल करेगा। यदि किसी प्रकार की सांविधिक बकाया अथवा अनुपालन जिसके लिए ठेकेदार जिम्मेवार है, के संबंध में बैंक के विरुद्ध कोई कार्यवाही की जाती है, तो ठेकेदार उसकी क्षतिपूर्ति करेगा और कार्रवाई जारी रहने तक क्षतिपूर्ति करता रहेगा।

इस प्रकार के गैर-अनुपालन के स्वरूप और गंभीरता को ध्यान में रखते हुए, बैंक को यह अधिकार है कि यदि ठेकेदार उचित समय के भीतर अनुपालन सुनिश्चित करने में विफल रहता है तो बैंक इस करार को समाप्त कर देगा।

Compliance - The Contractor shall maintain the documentary evidence of compliance of the extant statutes, rules, orders, etc. in the forms prescribed thereunder. The Bank shall have the right to call for and examine/inspect/verify such documents to satisfy itself of such compliance. The contractor shall furnish such documents to the Bank within reasonable time not exceeding five working days after communication of such requirement is served on the contractor in writing or any other period directed by a court, tribunal, authority etc. whichever is shorter. If the contractor fails to furnish documents complete in all respects, the Bank shall have the right to impose a liquidated damage of Rs. 1,000/- (Rupees One thousand only) per day after expiry of the time permitted for submission of the documents. Any pecuniary loss, liquidated damage, payment etc. incurred/made by the Bank due to non-maintenance by the contractor or on-furnishing of such records by the contractor leading to inability of the Bank to present such records before any court or statutory or administrative authority or municipal body if required to do so by the later, shall be recovered by the Bank from the Security Deposit or other dues payable or falling payable to the contractor. If the Bank is unable to recover the amount/s fully, the remaining amount shall be recovered as debt due by the contractor to the Bank. The contractor shall indemnify and keep indemnified the Bank, if any proceedings are initiated against the Bank in respect of statutory dues or compliance for which he is responsible. The Bank shall have the right to terminate the contract if the contractor fails to ensure compliance within reasonable time keeping in view the nature and seriousness of such non-compliance.

11. **ठेकेदार/एजेंसी कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013** के पूर्ण अनुपालन हेतु पूरी तरह से जिम्मेदार होगा/होगी। यदि उसके कर्मचारी के विरुद्ध बैंक परिसर में यौन उत्पीड़न की कोई शिकायत आती है तो ऐसी शिकायत ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के पास दर्ज करायी जायेगी और ठेकेदार/एजेंसी यह सुनिश्चित करेगा/करेगी कि शिकायत के मामले में उक्त अधिनियम के तहत यथोचित कार्रवाई की जाए। कार्यस्थल पर यौन उत्पीड़न और संबंधित मामलों की रोकथाम के संबंध में अपने कर्मचारियों/व्यक्तियों को शिक्षित करने की जिम्मेदारी ठेकेदार की होगी। ठेकेदार शिकायतकर्ता / पीड़ित व्यक्ति को मौद्रिक क्षतिपूर्ति का भुगतान करने के लिए बाध्य होगा। यदि बैंक के किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत ठेकेदार के किसी पीड़ित कर्मचारी/व्यक्ति से प्राप्त होती है, तो उस पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

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

*Comprehensive annual maintenance contract of various ACs installed in Bank Premises
and 03 Residential Colonies, RBI Kanpur*

/ Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues. The Contractor shall be liable for payment of monetary compensation that may be payable to the complainant/victim. 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.

- इस करार के तमाम हिस्से बोलीकर्ता द्वारा पढ़ लिए गए हैं और पूरी तरह से समझ लिए गए हैं।
That the several parts of this Contract have been read by the contractor and fully understood by the contractor.
- गवाहों की उपस्थिति में ऊपर उल्लिखित तारीख पर यह करार निष्पादित किया गया है।
In witness whereof the parties hereto have executed this Agreement on the above-mentioned date.

प्राधिकृत हस्ताक्षरकर्ता / Authorized Signatory भारतीय रिज़र्व बैंक, कानपुर Reserve Bank of India, Kanpur	(फर्म के प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर नीचे फर्म की मुहर लगाएं / Seal of the firm to be affixed Under the Signature of the Authorized Signatory of the Firm)
गवाह /Witnesses: 01	गवाह /Witnesses: 01
गवाह / Witnesses: 02	गवाह / Witnesses: 02

ANNEXURE II: Check List of documents to be uploaded online on MSTC E-Portal while bidding in the E-tender

S. No.	Prequalification documents	Attached Yes/No	Remarks
1.	E-Tender documents duly filled, signed and stamped		
2.	The tendering firms should have their own office in Kanpur/Lucknow. Document with Address Proof should be uploaded.		
3.	Copy of PAN		
4.	Proof of CGST/SGST/IGST Registration		
5.	Proof of registration under labour laws as may be applicable.		
6.	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in detail should be submitted along with the name(s) and address(es) of the partners/directors, copy of the Articles of Association/Power of Attorney/ any other relevant document.		
7.	Name and address of the bankers.		
8.	Full particulars of their bank accounts, like account No., type, IFSC Code etc. should be given.		

Name & Signature of Bidder

Date: _____



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

UNPRICED BID

**Comprehensive annual maintenance contract of various ACs installed in
Bank Premises and 03 Residential Colonies, RBI Kanpur**

RBI/Kanpur Regional Office/Estate/ /23-24/ET/

Issued to: _____

Reserve Bank of India

Kanpur

**Comprehensive annual maintenance contract of various ACs installed in Bank Premises and
03 Residential Colonies, RBI Kanpur**

Bill of quantities (BOQ)/Description

Sr. No.	Type of AC	Tonnage	Quantity	Annual rate per unit (including GST)
1	Split	1.5	98	
2	Split	1.8	8	
3	Split	2	12	
4	Window	1	4	
5	Window	1.5	32	
6	Cassette	2.2	14	
7	Cassette	3	2	
8	Cassette	3.5	3	
9	Cassette	5	2	
10	Ductable	4	2	
11	Ductable	5.5	3	
12	Ductable	7.5	3	
13	Tower	3.3	6	
14	Tower	4.6	5	
15	Tower	5	2	

Please quote annual rates for per unit of AC including GST @ 18%.

Note: - No variation in rates shall be entertained during the period of contract.

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