



**Reserve Bank of India
Estate Department
Chandigarh**

**Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water
purifier at officers' flats and Staff colony44Band 30A RBI Chandigarh**

e-Tender : PART-I

RBI/Chandigarh/Estate/316/20-21/ET/447

Important Information-Schedule of Open e-tender

a. E-tender No.	RBI/Chandigarh Estate/316/20-21/ET/447
b. Name of work	Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers' flats and Staff colony44Band 30A RBI Chandigarh
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi) - Guidelines for e-tender has been provided as Annexure - I.
d. Date of website notification for www.rbi.org.in	20.01.2021
e. Date of NIT available to parties to download	21.01.2021
f. Date of starting of e-tender on MSTC website	21.01.2021 at 14.00 Hrs.
g. Earnest Money Deposit	₹19,470/- from each bidder
h. Last date of submission of EMD.	11.02.2021 at 14.00 Hrs.
i. Off-line Pre-Bid Meeting/Question Session with authorized representative of agencies and RBI Officials.	28.01.2021 at 11.00 Hrs to 12.00Hrs. at Estate Department, 3 rd floor RBI Chandigarh
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	11.02.2021 at 14.00 Hrs.
k. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 15:00 Hrs on 11.02.2021 . If no special conditions. Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Important instructions regarding e-tender

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

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

<p>1. Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Chandigarh is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprchome/rbind</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement→PSU /govt depts→ RBI New Chandigarh→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, CHANDIGARH, (before the scheduled time of the e- tender).</p> <p>Contact person (MSTC):</p> <table><tr><td>Mr. Umesh Chandra Deputy Manager (NRO) Mobile no: 09971668889 Email: umesh@mstcindia.co.in Landline-01132068276 Email: umesh@mstcindia.co.in</td><td>Shri Sanjay Mohanta Junior Manager (NRO) Mobile no- 9910302626 Email-smohanta@mstcindia.co.in Landline-01123217850 Email-smohanta@mstcindia.co.in</td></tr></table> <p>Contact person (RBI Chandigarh):</p> <p>1. Manish Bansal Assistant General Manager, E-mail ID: estatecharo@rbi.org.in Phone no: 0172-2701186</p> <p>2.SOHAN LAL (Asst. Manager) (Electrical), E-mail ID: sohan@rbi.org.in Phone no: 0172-2721143</p>	Mr. Umesh Chandra Deputy Manager (NRO) Mobile no: 09971668889 Email: umesh@mstcindia.co.in Landline-01132068276 Email: umesh@mstcindia.co.in	Shri Sanjay Mohanta Junior Manager (NRO) Mobile no- 9910302626 Email- smohanta@mstcindia.co.in Landline-01123217850 Email- smohanta@mstcindia.co.in
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	<p>B) System Requirement:</p> <ul style="list-style-type: none"> i) Windows XP-SP3 & above/Windows 7 Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level <p>For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprhome.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, NEW CHANDIGARH. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p><u>Special Note towards Transaction fee:</u> PAYMENT OF Transaction fee is online on MSTC site</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p>

	<p>Contact Details: Fax No: 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in, umesh@mstcindia.co.in, smohanta@mstcindia.co.in</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD through separate NEFT/Mobile banking in advance to the Reserve Bank of India Chandigarh.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI New Chandigarh and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, NEW CHANDIGARH as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Chandigarh.</p>

- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments →RBI New Chandigarh Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
- d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).
- e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.
- f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder

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

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
CHANDIGARH
PART-I**

(Terms & Conditions and Technical Specifications)

**Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV
water purifier at officers' flats and Staff colony 44B and 30A RBI Chandigarh**

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Form of e-Tender

Place _____

Date _____

The Regional Director,
Reserve Bank of India,
Estate Department
Chandigarh

Dear Sir / Madam,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities 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

1	Description of work	Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers' flats and Staff colony44Band 30A RBI Chandigarh
2	Estimated cost	₹ 9,73,500/- inclusive of GST
3	Earnest Money	₹19,470/-

1. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.
2. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to

you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹19,470/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
4. The Tender is to be uploaded on MSTC Website in two parts. Part I contains all commercial terms conditions and technical particulars and Part II contains only the price bid.

Dated this ___ day of ___ 2021

For and on behalf of M/s

(Signature with seal)

Name

Designation:

Place

Date

Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name, address and date

=====

(2) Signature with Name, address and date

**Reserve Bank of India
Estate Department
Chandigarh**

Tender for “Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers’ flats and Staff colony44Band 30A RBI Chandigarh ”.

Section I: Commercial Conditions

RBI Chandigarh invites tender for Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers’ flats and Staff colony44Band 30A RBI Chandigarh (having estimated cost Rs. 9,73,500/-) in two Part from all eligible tenderers. Part I contains techno commercial bid (Section I & II and [Annexure I & II](#)). Part II contains financial bid. Tender shall be addressed to **Reserve Bank of India, Estate Department, Chandigarh and shall be submitted online 14.00 hrs.** On 11.02.2021 Part I will be opened on the same day at **15:00 hrs.** Part II will be opened on later date which will be intimated to all eligible participants.

Eligibility Criteria: All need to be fulfilled

a.	Composition of the firm	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 name(s) and address(es) of the partners, copy of the Articles of Association/ power of Attorney/any other relevant document (Enclose copy of Registration)
b	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre should also be given.
c	Turn over during the specified period	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their turnover for last three financial years.
d	Service Set-up	Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup at the desired place should be enclosed. (if required)
e	Name(s) and address(es) of the Bankers and their present contact executives	Written information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank in case it is so needed) should be furnished.

f	Details of bank accounts	Full particulars of their bank accounts, like account no., type of account, IFSC etc. should be given
g	Name(s) and address(es) of the Clients and their present contact executives/Client certificate and completion certificate in local offices of Tri-city (Chandigarh, Panchkula & Mohali)	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
h	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers authorities / departments under whom the work(s) was/were executed should be furnished.

2. Only those contractors who have minimum 5 years of experience as on the date of tender submission of executing similar works. Applicant should furnish Client list showing the details of work carried out by them during last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any etc. The Applicant should submit documentary evidence in support of minimum experience of 5 years

3. Experience of having successfully completed similar works during last 5 years as on date of part -I of the tender should be either of the following:

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. cost of each work executed shall be minimum ₹. 3,89,400/-

Or

ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. cost of each work executed shall be minimum ₹. 4,86,750/-

Or

iii) One similar work costing not less than the amount equal to 80% of the estimated cost i.e. cost of each work executed shall be minimum ₹. 7,78,800 /-

4. **Yearly Turnover:-** Should have an Annual Turnover of amount equal to 100% of estimated cost or more i.e. ₹. 9,73,500/- during the last three financial years ending 31st March.

The following information in writing/ documents to satisfy the Bank about their eligibility for participating in the tendering process:

Income Tax Clearance certificates with the latest final accounts of the business of the contractor of last three consecutive years duly certified by a practicing Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last 3 years.

Tenders should consists of the following documents supported by documentary evidence.

- a. Self-attested copy of PAN no. card under Income Tax Act;
- b. Self-attested copy of GST/ Service Tax Registration Number;
- c. Self-attested copy of Valid registration No. of the Agency/ Firm/ Company.
- d. Self-attested copy of Provident Fund Registration Number;
- e. Self-attested copy of valid ESIC Registration Number
- f. Self-attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;

Any other document/Brochure /write up etc that the bidder wishes to be considered in terms of the selection criteria mentioned in this document.

Should have their own office/branch preferably in Chandigarh.

Tendering firms/companies should have current account in scheduled banks and should give an undertaking that they are ready to receive the payments through Electronic Clearing Service (ECS/NEFT).

In the event of intending tenderers' failure to satisfy the Bank; the Bank reserves the right to refuse downloaded tender forms/document to them.

Tender forms can be downloaded from January 20, 2021 from the website www.rbi.org.in. All the information/documents, mentioned in para 3 above, will have to be submitted through e-tendering for Bank's examination. After scrutiny, if any of the contractors. are not found to possess the required eligibility, their tenders (Price Bid). will not be opened by the Bank for further processing.

Tender in prescribed form shall be submitted online in two parts. Part-I tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, tenderers' additional conditions, if any, and the EMD of ₹. 19,470/- in the form of NEFT favouring Reserve Bank of India payable at Chandigarh till 14.00 hrs. on 11.02.2021 The earnest money will be returned to the unsuccessful tenderer, without any interest thereon.

The Earnest Money Deposit of ₹. 19,470/- paid by the successful tenderer along with their tender, shall be held by the Reserve Bank of India as a security deposit for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. EMD of successful tenderer will be returned after submission of 5% of the contract amount by the successful tenderer in form of Security Deposit or Bank Guarantee with validity Up to March 31, 2022. In case the contract renewed successful bidder is bound to submit the Security Deposit @5% of contract value for further period of contract.

Part I of the tenders will be opened online in the presence of the authorized representative of the tenders who choose to be present. Part II of the tender will be opened on a subsequent date which will be intimated to the tenders in advance.

The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part – II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found

unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part - I of the tender and his sealed cover containing Part-II of the tender along with EMD shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.

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 therefore.

Part-I of the tenders will be opened on MSTC portal by Tender Opening Committee, in the presence of representative of Regional Director (Chandigarh), Reserve Bank of India, Chandigarh or by any other officer designated for this purpose by RD and in the presence of the tenders or their representative should they choose to be present.

Part-II of the tender only for those tenders which meet the requirement (pre-qualification criteria) of the Bank will be opened on the subsequent date which will be intimated to the contractors who have qualified as per Part-I evaluation well in advance.

The tender form must be filled in English or Hindi.

English version of tender shall prevail in matter of interpretation.

Each of the Tender Documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/ themselves with the Conditions of contract, scope of work, special conditions etc as laid down therein. Any tender with any of the documents not so signed will be rejected.

The tenderer must ensure to make use of the forms issued by the Bank only to fill in the details. **Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void. Tender/application submitted by email or post will not be accepted.**

The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the tender may be rejected by the Bank.

The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and must inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

After prima facie scrutiny, if any of the contractor is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.

Regional Director
RBI, Chandigarh
Estate Department

Date-

General Instructions to Tenderers

Tender in shall be submitted online in two parts i.e. Part-I and Part-II.

Part - I of the Tender, titled “E- tender for “Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers’ flats and Staff colony44Band 30A RBI Chandigarh

1. shall be submitted containing the following:

- (i) Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the Tender documents.
- (ii) The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition/ clarification/ covering letter, while tendering for the work, he will have to submit the same in along with the following and submitted under Part - I:
 - (a) List of deviations, if any, in commercial terms and conditions.
 - (b) List of deviation, if any, in technical specification.
 - (c) Any other technical information the tenderer wishes to furnish.
- (iii) The Tender Document (Part-I) issued by the Bank – duly stamped and signed.

2. Reserve Bank of India does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept or reject any or all the Tenders either in whole or in part, without assigning any reasons for doing so.

3. **Information Gathering & Site Inspection:** The Tenderer must obtain for himself and at his own expense all the information which may be necessary for the purpose of Tendering and for entering into a contract and must inspect the site of the work with prior permission and acquaint himself with all local conditions, means of access to the work, nature of work and the matters pertaining thereto. The Employer’s decision in such cases shall be final and shall not be open to arbitration.

4. The rates quoted in the Tender shall be for the complete item including materials, labour, tool and plants required at site for all the locations, etc. The rate shall also include GST + any other taxes, duties, levies on work’s contract by Central Govt. or State Govt. or any other authorities. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever, except for changes if any in the statutory minimum wages announced by the Government of India under the Minimum Wages Act. The rates shall also include transportation, loading and unloading, freight charges, transit insurance etc.

Part - II of the Tender will contain no conditions but only the Price Bid in the Schedule of Quantities titled “ **E- tender for “Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers’ flats and Staff colony44Band 30A RBI Chandigarh”**

5. This part shall contain prices in Indian Rupees only with detailed break-up of price as per format (Part - II) shall be submitted online only.

6. **Rates:** Rates shall be quoted online in MSTC. If rate for any item is not mentioned in the Tender therein, the Tender will be rejected. No advice whatsoever especially on any change in rate, specifications or conditions after opening of Part II of the Tender will be entertained.

a) The rates shall also be firm and be valid for the entire duration of the contract and / or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in freights charges or any conditions whatsoever.

b) The rates quoted in the Tender shall include all charges. Tenderers must include in their rates Goods and Service Tax and any other prevailing taxes, royalties and duty levied by the Central Government or any State Government or local authority, if applicable. No separate claim in respect of Goods and Service Tax and any other tax, duty or levy whether existing or future shall be entertained by the Employer.

7. **Job Work on Lump Sum Basis:** The Contractor shall note that unless otherwise stated, the Tender is strictly on Job Work on Lump sum Basis and his attention is drawn to the fact that rates for each and every Job should be correct, workable and self-supporting. The quantities in the Part – II of Tender approximately indicates the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. Claim in such case shall be entertained on pro rata basis.

8. **Tender Format:** The Tenderer shall use only the forms issued by the Bank to fill in the informations. Any addition/alteration in the text of the Tender form made by the Tenderer shall not be valid and shall be treated as null and void.

9. **Opening of Tender:**

a) **Part-I** of the Tenders will be opened at 15.00 Hrs. on 11.02.2021. (If this day falls to be a holiday, tenders will be opened on the next working day of the Bank) in the presence of Tenderers or their authorized representatives who choose to be present by the Tenderers.

b) It is not incumbent on the Bank to accept any additional condition given by the tenderer, the tenderers shall withdraw all his conditions which are not acceptable to the Bank.

c) The Bank reserves the right to reject offer even after opening Part – I of the Tender and submitted Part – II of the Tender.

d) Part-II of the Tender opened on a subsequent date, which will be intimated to the Tenders in advance.

10. **Last Date:** No Tender will be received/entertained after 14.00 Hrs. on 11.02.2021 under any circumstances whatsoever.

11. **Disqualification - Missing & Unsigned documents:** The Tender form must be filled in English only. If any of the documents is missing or unsigned, the Tender may

be considered invalid by the Bank at its discretion.

12. **Right to Accept or Reject:** The Reserve Bank of India does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept or reject any or all the Tenders without assigning any reasons for doing so. The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though the Bank may and has a right to modify/ withdraw the Tender

13. **Validity of Tender:** The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer. The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates. The EMD will be forfeited in case of withdrawal after the opening of the technical bid.

Scope of work: Comprehensive Annual Maintenance Contract (CAMC) & General Terms & Conditions

The Bank has installed near about 330 Kent Ultra 3Stage Advanced UV water purifier at officers' flats and Staff colony 44 Band 30A RBI Chandigarh. The number of Advanced UV water purifier may increase and decrease during the currency of contract. However, payment will be made on prorated basis as per actual number of Advanced UV water purifier. This contract is valid for the one year and may be renewed for a further period of two years on yearly basis (as per the clause 7 of the tender) on rendering satisfactory services, until something untoward happens.

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

Penalty: If firm is not able to rectify the fault of Advanced UV water purifier within 24 hours of lodging the complaint and complainant report the incident in written than penalty of 500/- per complaint shall be imposed and shall be deducted from the bill.

SERVICE COVERED BY THE CONTRACT CHARGES ARE AS FOLLOWS:

1. Two periodical service visits per year during the period of contract mentioned overleaf, when the purifier / Attachment will be thoroughly checked, cleaned, serviced and adjusted.
2. Any additional visits during the contract period, as and when required, will be made in the event of any breakdown / malfunctioning of the equipment, on intimation in this regard by the customer.
3. Replacement of ore-filter candle will be made once (maximum) every year during service contract period.
4. Replacement of activated carbon granules will be made twice/activated carbon block once (maximum) every year during the service contract period.
5. Replacement of worn-out / exhausted parts, including Ultra Violet Lamp with new / rectified spares during the periodical servicing or breakdown visits during the service contract period.
6. Replacement of activated carbon granules will be made twice (maximum) per year for water softener and iron remover.
7. Attending to any number of breakdown calls within a reasonable time with a maximum of up to 24hrs.
8. Maintain a register of defects reported and all calls for breakdown is to be noted in the register of the person reporting the defect is to be given a defect serial no. The register is to be brought to the bank quarterly for engineer's perusal.
9. The payment of the bill be processed on pro rata basis on production of the service reports including the report indicating change of filter duly signed by the user.

10. The contractor will ensure that all the machines are pasted with a sticker with escalation matrix of reporting breakdown.
11. The contract shall not cover visits/replacement of parts under the following circumstances:
 - (a) Damage caused to the equipment due to floods, fire, accident, riot, breakage, pest, misuse, improper or negligent use, tampering and leakage from pipe etc.
 - (b) Damage caused to the equipment due to failure to observe the operating instructions and precautions as mentioned in User's Manual.
 - (c) Defects due to use of non-recommended spares.
 - (d) Visits for customers re-training or for re-installation at a different location.
 - (e) Replacement of EVA tube.

In case any complaint is received regarding misconduct/misbehavior of agency's personnel, or of poor quality of work, it shall be obligatory upon the agency to remove the said personnel from the site immediately after being notified by the Bank.

Every employee so engaged by the agency shall wear company I-Card, uniform having firm's name and logo, shoes/sandals and a badge bearing his/her name, while on duty. These are to be provided by the agency at its own cost.

The Bank has the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duty.

The agency shall not engage any sub-agency or transfer the contract to any other person in any manner.

Any liability arising out of any litigation or any act of Agency's personnel shall be directly borne by the agency including all expenses/fines. The concerned agency's personnel shall attend the court as and when required.

The Bank shall not be under any obligation for providing employment to any of the worker of the agency after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the agency.

Submission of article of agreement:

On receipt of intimation from the Bank of the acceptance of his tender, the successful firm shall be bound to sign the formal contract within fourteen days. The cost of necessary stamp paper (Rs.100) for execution of the agreement shall be borne by the firm. This agreement shall be valid of three years. The format of article of agreement is provided at [annexure-I](#).

Performance Bank Guarantee:

Successful firm shall submit a performance Bank Guarantee (PBG) of 5 % of the contract amount valid for the period of one year. The new PBG shall have to submit on renewal of contract on each year. The format of PBG is enclosed in [Annexure-II](#).

Insurance in respect of damage to person and property:

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying of this contract. This clause shall be held to include inter alia, any road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any legislature or otherwise and also in respect of any award or compensation or damage consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during currency of the Contract

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. The contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Workmen compensation policy
2. Third party liability policy with the limits as under:
 - a. Rs. 10,00,000/- per annum
 - b. Rs. 2,00,000/- per occurrence

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 its completion and whether before or after the termination or 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 and without appeal. But if the Contractor is dissatisfied on any matter, he 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 referred for arbitration. 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, a single arbitrator shall be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties shall nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third 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 one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on 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.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators as the case may be,

who may determine the amount thereof or direct the same to be taxed as between the party and shall direct by whom and to whom and in what manner the same shall be borne and paid

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian 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 Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

The agreement shall be subject to the jurisdiction of the Hon'ble High Court at Chandigarh.

Police Verification of all Workmen / Supervisors / Officials for entering in to the Bank's Premises: The agency shall obtain Police verification report at his own cost on character and antecedents of its personnel and other details relating to age, educational qualifications, name and permanent address, contact numbers to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's premises. Only able bodied, physically fit, well trained, literate, well mannered, disciplined and honest personnel shall be deployed. A certificate to the effect that Police Verification of all employees deployed in the services of the Bank has been done and are available with the firm, needs to be submitted within one month of start of the contract to the Bank. Bank can verify these at any point of time during the contract duration.

I/We hereby declare that I/we have read and understood the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of the Contractor

Name of the Firm

Seal of the Firm

Revision in CMAC amount:

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

	$A_c = A_p [(15+25x(EPI_c/EPI_p) + 60x(CPI_c/CPI_p))] / 100$
AC	The contract amount for the current year.(excluding taxes)
AP	The contract amount for the previous year(year of AMC) (excluding taxes)
EPIC	Wholesale Price Index for Electronic Items 6 months prior to the commencement date of contract for the current year.
EPIP	Wholesale Price Index for Electronics Items 6 months prior to the commencement date of contract for the previous year (year of AMC).
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year (year of AMC).

Following terms of payments shall be applicable.

Annual Maintenance Charges shall be paid on **quarterly basis** after rendering satisfactory service and on submission of AMC bill along with service reports and acknowledgment of resident, where service has been provided. The firm shall get the Bill & service reports certified from the Bank's Engineer/J.E. before submitting for the payment.

Bill should be submitted only after the completion of the service period but within the following 7 working days. If the Bill is submitted after these 7 days period means with delay and If any late fee/penalty related to statutory taxes, imposed by the GOI, due to delayed submission of bills, the same shall be borne by the contractor only.

Note: Contract amount remain fixed (unchanged) for whole Contract period in FY 2020-21. Any change in minimum wages rates by the central government will be borne by the Contractor only.

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

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

The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act,1936 Minimum Wages Act,1948,Contract Labour (Regulation and Abolition)Act,1970 or any other labour law/statute in force in this regard.

Date

Signature of the firm

Place

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

Address Of firm with Mobile number and e-mail:

Safety Code

1. First aid appliances including adequate supply of sterilised dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

Section III - Fire Safety

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hour

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

A. Particulars of Firm

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

B. The details of our bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Account type	
4	Account No	
5	IFSC code	
6	Telephone and fax number	
7	Name of the contact person	
8	Credit facility / overdraft facility enjoyed by firm from the Bank	
9	The period from which the firm has been banking with Bank	
C	We have a service setup for after sale service at _____	

Please submit electricity bill/telephone bill for the address		
Sr. No.	Particulars	To be filled by Bidder
(i)	Name of the service setup establishment	
	Address:	
(ii)	Name of the contact person	
(iii)	Telephone	
	Mobile	
	Fax number	
(iv)	Number / strength of technicians deputed at service setup	
(v)	Availability of the Spares at Service Centre:	

Date

Place

Signature of the firm

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

Annexure I

FORMAT FOR ARTICLES OF AGREEMENT (for successful tenderer)

(On the Rs.100/- stamp paper)

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

WHEREAS the Employer is desirous of _____ and as per Request for Proposal.

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

NOW IT IS HEREBY AGREED AS FOLLOWS –

- 1 In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Tenderer shall, upon and subject to the said conditions, execute and complete the work shown and described in the said specifications and the schedule of quantities.
- 2 The Employer shall pay the Tenderer the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions
- 3 The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
- 4 The specification, penalty clauses, agreement and documents mentioned herein shall form the basis of this Contract.
- 5 This Contract is deemed to be -

- 5.1 “Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at officers’ leased flats and Staff colony RBI Chandigarh”. Tenderer is ready to submit the Performance Bank Guarantee as per Part I of the tender. Only AMC amount with increase will be advised in form of work order every year.
- 6 The Tenderer shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.
- 7 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
- 8 Time shall be considered as the important factor of this Contract and the Tenderer hereby agrees to commence the work from the 10th day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within _____ months subject nevertheless to the provisions for the extension of time.
- 9 All payments by the Employer under this Contract will be made only at Reserve Bank of India, _____
- 10 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in _____ and only courts in _____ shall have jurisdiction to determine the same.

Minimum Wages Act, 1948, Payment of Wages Act, 1936, Contract Labour (Regulation and Abolition) Act, 1970 etc.:

The Contractor should pay to their personnel a minimum wage at the prevailing rate as fixed under Minimum Wages Act. The Chief Labour Commissioner (Central) any breach of this condition will be liable for termination of the contract and the same would be dealt with accordingly. Besides, ESI and PF per head at the current rate should be paid by the contractor every month as per the existing rules and copies of paid cash challans should be submitted every month to the Bank.

Necessary records in writing for having made these payments and wage slips of employees will be submitted to the Bank at monthly intervals, for its verification. These records will be duly signed/attested by the employees of the contractor in the presence of Bank’s Officials. The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them.

The contractor should ensure that there is no scope for any grievance from the personnel on delayed payment of wages. The employees engaged by the Plumbing agency will be in the employment of the plumbing Agency only and not of the Reserve Bank of India. The contractor shall pay the employer’s contribution with regard to provident fund and

employees' state insurance fund as per the provisions of the employees' Provident fund and miscellaneous provisions act, 1952 and employees' state insurance act, 1948.

The contractor will be solely responsible for any penalty or claim arising due to dispute between the contractor and its employee/es under any circumstance. If any claim or penalty is legally binding to the Bank due to the dispute between contractor & its employee/es, same shall be recovered from the contractor

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

The 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.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

Termination of Contract: Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith without assigning any reason and without payment of any compensation, if.

In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction. If contractor keeps on avoiding or non-performs the service in flats/flat a

per the tender conditions.

and/or

ii. If contractor's person/workers found in any malpractice such as forgery of resident signature drinking of alcohol while in duty.

and/or

iii. If the Kent RO purifier service rendered by the contractor was found unsatisfactory/substandard.

and/or

iv. The contractor commits a breach of any terms and conditions of this agreement.

and/or

v. The contractor is adjudged an insolvent or a compromise is entered by him with his creditor or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of contractor.

and/or

vi. For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement.

and/or

v. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

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

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

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

Signature Clause :

SIGNED AND DELIVERED by the hand of Shri

_____ in the presence of

(1) _____ (Name & Address)

(2) _____ -(Name & Address)

Witness

SIGNED AND DELIVERED by the Shri

If the party is a

_____ in the presence of
(1) _____ (Name & Address)
(2) _____ (Name & Address)

partnership firm or
individual

Witness

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

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

(1) _____
(2) _____

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

(1) _____
(2) _____

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

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

Annexure II (for successful tenderer)

Proforma of Performance Bank Guarantee (for three years)

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

No. _____ Date _____

To:

Shri _____
Regional Director
Reserve Bank of India
Estate Department

Dear Sir

In consideration of your agreeing to accept the Performance Security deposit of INR ____ (INR ____ only) furnished to you by Messrs. _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for Tenders for Comprehensive Annual Maintenance Contract of Reverse Osmosis (RO) water purifier at officers’ leased flats and Staff colony RBI Chandigarh as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(words _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons

thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to

have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of
(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Annexure- III

Form of Bankers Certificate from a Scheduled Bank

(To be submitted by the contractor along with the Tender)

This is to certify that to the best of our knowledge and information M/S/Shri/
Ms _____ having marginally noted address, a customer
of our bank are/is respectable and can be treated as good for any engagement up to
a limit of ₹.. _____ (Rupees
_____). This
certificate is issued without any guarantee or responsibility on the Bank or any of
the officers

(Signature)

Note:

1. Banker's certificate should be on letter head of the Bank, addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Annexure- IV
Client's Certificate – Performance of Contractor

Name and address of the client:

Details of work executed:

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and Paid	
9	Name and address of the authority under Whom works executed	
10	Whether the contractor employed qualified manpower for the execution of work	
11	(i)Quality of work (indicating grading)	Outstanding/Very Good/Good/Satisfactory/Poor
	(ii) Amount of work paid on reduced Rates if any.	
12	Did the Contractor go for arbitration?	
	(i) If Yes, total amount of claim	
	(ii) Total amount awarded	
13	Comments on the capabilities of the Contractor	
	(i) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor

	(ii) Financial soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	(iii) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/Poor
	(iv) General behaviour	Outstanding/Very Good/Good/Satisfactory/Poor

Signature of the client with Seal

Note: All columns should be filled in properly. Client certificate should be on letter head of the Client with signature of Authorized person.

Annexure- V

UNDERTAKING

I/we have understood all terms and conditions mentioned in the Scope of Work, Specifications, General Terms and Conditions mentioned in Part I of the tender.

I/we hereby undertake to carry out the work of Kent RO Water purifier servicing at the Annual rate/s quoted if quotation is accepted.

I/we shall obey all government rules, regulation, etc. which are or may be applicable related to this work.

Signature :

Name of the Tenderer :

Address with seal :

Date :



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

Part II / Financial bid

Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers' flats and Staff colony44Band 30A RBI Chandigarh

RESERVE BANK OF INDIA
ESTATE DEPARTMENT
Chandigarh

LAST DATE OF SUBMISSION: - February 11, 2021 up to 14:00 Hr.

DATE OF OPENING OF PART I – February 11, 2021on 15: 00 Hr.

Name of the tenderer _____

Address _____

Mobile No:

Email:

Name the person who signed the tender:

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

Part II : Financial Bid /Bill of quantities

“Comprehensive Annual Maintenance Contract of Kent Ultra 3Stage Advanced UV water purifier at officers’ flats and Staff colony44Band 30A RBI Chandigarh

S.No.	Item	Qty (number of flats)	Rate (₹) per flat	Total Amount (₹)
A	Comprehensive Annual Maintenance contract as per the Part I (scope of the work) for Servicing of Kent Ultra 3-stage Advanced UV Water Purifier installed in RBI colonies at Sector 30A and 44B, Chandigarh.	330*		
B	GST @18%			
C	Net Cost (A+ B)			

*Number of flats may vary during the period of contract

Net Cost in words: Nine lakh Seventy Three Thousand Five Hundred Only.

Rate quoted shall be inclusive of GST and other applicable taxes.

Date:

Signature of firm