



भारतीय रिज़र्व बैंक
संपदा विभाग, रेल हैड कॉम्प्लेक्स
जम्मू - 180012

<https://www.rbi.org.in>

बैंक के कार्यालय भवन, जम्मू में सेंट्रल एयर कंडीशनिंग प्लांट का संचालन और नियमित रखरखाव

भारतीय रिज़र्व बैंक, जम्मू "बैंक के कार्यालय भवन, जम्मू में सेंट्रल एयर कंडीशनिंग प्लांट का संचालन और नियमित रखरखाव" के लिए ई-निविदा आमंत्रित करता है। ई-निविदा प्रक्रिया एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<https://www.mstcecommerce.com/eprocn>) के माध्यम से की जाएगी। ई-निविदा प्रक्रिया में भाग लेने के लिए सभी पात्र और इच्छुक कंपनियों/एजेंसियों/फर्मों को उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना अनिवार्य है। ई-निविदा की समय-सारणी निम्नानुसार है :

कार्य की अनुमानित लागत	₹19,56,000 (रुपए उन्नीस लाख छप्पन हजार मात्र) जीएसटी सहित
ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि	24 दिसंबर 2025 अपराह्न 06:00 बजे से
पूर्व बोली बैठक की तारीख	31 दिसंबर 2025 को मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, जम्मू में पूर्वाह्न 11:00 बजे
निविदा प्रस्तुत करने की अंतिम तारीख	15 जनवरी 2026 को 11:00 बजे तक
ऑनलाइन आवेदन के भाग-I के खुलने की तिथि और समय पात्र कंपनियों/एजेंसियों/फर्मों का भाग-II निविदा के भाग-I की जांच करने के बाद की तारीख में खोला जाएगा	15 जनवरी 2026 को 11:30 बजे से

कृपया ध्यान दें कि कोई भी परिशिष्ट/शुद्धिपत्र केवल आरबीआई की वेबसाइट पर प्रकाशित किया जाएगा।

दिनांक: 24 दिसंबर 2025

क्षेत्रीय निदेशक



भारतीय रिज़र्व बैंक
संपदा विभाग
जम्मू

ई-निविदा संख्या: RBI/Jammu Regional office/Estate/8/25-26/ET/751

बैंक के जम्मू स्थित कार्यालय भवन में सेंट्रल एयर कंडीशनिंग प्लांट के संचालन और नियमित रखरखाव के लिए ई-निविदा

भाग-I तकनीकी-वाणिज्यिक बोली

निविदाकार का नाम:

पता:
.....

निविदा आमंत्रण की तिथि: 24 दिसंबर 2025 को 18:00 बजे से
निविदा प्रस्तुत करने की अंतिम तिथि और समय: 15 जनवरी 2026 को 11:00 बजे तक
तकनीकी बोली (भाग I) खुलने की तारीख और समय: 15 जनवरी 2026 को 11:30 बजे से
बोली पूर्व बैठक की तिथि: 31 दिसंबर 2025 को 11:00 बजे
बोली पूर्व बैठक का स्थान- मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, जम्मू

नोट: भाग I की डिजिटल रूप से हस्ताक्षरित/स्कैन प्रति एमएसटीसी की वेबसाइट पर अपलोड करनी होगी।

अनुक्रमणिका /Table of Contents

क्रम सं. /Sr No.	विवरण/Description	पृष्ठ संख्या/Page Nos.
1	Disclaimer	3
2	Important instructions regarding e-tender	4-7
3	Notice Inviting Tender	8
4	Part 1- Section I - Bidder's Eligibility Criteria	9-10
5	Section II - Detailed Scope of Work	11-17
6	Section III - General Instructions to Bidder	18-20
7	Section IV – Special conditions of the Contract	21-26
8	Section V – Form of Tender	27
9	Section VI – Documents to be uploaded by the bidder	28
10	Section VII – Details of Bidder	29
11	Section VIII – Details of Bidder's Banker	30
12	Section IX – Draft articles of agreement	31-36
13	Annexure I – Format of Performance Bank Gaurantee	37-39
14	Annexure II – List of Operation and routine maintenance of Central Air Conditioning Plant	40
15	Annexure IIA – Certificate by Chartered Accountant for Annual Turnover	41
16	Annexure III – Clients certificate regarding performance of successful bidders	42-43
17	Annexure IV – Form of Bankers/Solvency Certificate	44
18	Annexure V – NEFT details of EMD payment	45
19	Annexure VI – Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India	46-47
20	Annexure VII – Estimated cost of calculation	48
21	Part II- Financial/Price Bid (Not to quote with Part I)	49

दावा-अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, जम्मू ने यह निविदा दस्तावेज तैयार किया है। संभावित बोलीदाताओं को बैंक के कार्यालय भवन, जम्मू में सेंट्रल एयर कंडीशनिंग प्लांट के संचालन और नियमित रखरखाव के लिए ई-निविदा हेतु जानकारी प्रदान की जाती है।

यह निविदा न तो किसी पार्टी के साथ एक अनुबंध है, न ही किसी भी पार्टी को किसी भी प्रकार का काम करने का निमंत्रण है। इस निविदा का उद्देश्य सभी इच्छुक पक्षों के साथ बैंक की आवश्यकताओं को साझा करना है ताकि उन्हें अपनी बोली प्रस्तुत करने में सक्षम बनाया जा सके। जबकि बैंक ने यहां निहित जानकारी तैयार करने में उचित सावधानी बरती है, बैंक यह दावा नहीं करता है कि जानकारी संपूर्ण है। इस निविदा के उत्तरदाताओं को स्वयं की पूछताछ कर लेनी चाहिए और उन्हें केवल निविदा में निहित जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा कोई उचित सावधानी नहीं बरती जाती है तो बैंक जिम्मेदार नहीं होगा।

बैंक करार निष्पादित नहीं करने, या करार के विन्यास को बदलने, या इस दस्तावेज में परिलक्षित समय सारणी को बदलने, या बोलियों के आवेदन/चयन के लिए प्रक्रिया या प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे विचार-विमर्श करने से इनकार करने का अधिकार भी सुरक्षित रखता है। बोली प्रस्तुत करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार या किसी भी मद में लागत की प्रतिपूर्ति नहीं की जाएगी।

यह दस्तावेज न तो एक प्रस्ताव पत्र है और न ही कानूनी अनुबंध है, बल्कि संभावित संविदाकारों से प्रस्ताव के लिए निमंत्रण है। बैंक की ओर से कोई संविदात्मक बाध्यता, जो भी इस दस्तावेज में उल्लिखित निविदा प्रक्रिया से उत्पन्न नहीं होगी, जब तक कि औपचारिक करार पर हस्ताक्षर नहीं किए जाते हैं और भारतीय रिज़र्व बैंक और संविदाकार के विधिवत प्राधिकृत अधिकारियों द्वारा निष्पादित नहीं किया जाता है।

ई-निविदा से संबंधित महत्वपूर्ण अनुदेश/Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. 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.

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 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, Jammu is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <https://www.mstcecommerce.com/eprocn/>

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/govt.depts. → RBI Jammu → 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 while filling the registration form.

In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e- tender).

MSTC Central Helpdesk Numbers-033-23400020/23400021/23400022

Email id- helpdesk@mstcindia.co.in

Contact person (MSTC):

Mr. Nitin Anand

Shri Pankaj Kumar

Manager (NRO)

Assistant Manager (NRO)

Mobile no: 9769760074

Mobile no- 7229068247

Email: bmcdgmstc@mstcindia.co.in

Email- pankajkumar@mstcindia.co.in

Contact person (RBI Jammu):

i) For Non-technical queries: Shri Gurvinder Singh, Manager, Estate Dept., E-mail ID: gurvindersingh@rbi.org.in Mob: 9419205650, Phone No.: 0191-2472481; Ms. Jyoti Kapoor, AM, Estate Dept, E-mail ID: jyotikapoor@rbi.org.in Mob: 9882554668, Phone No.: 0191-2472481.

	<p>ii) For Technical queries: Shri Harshad Dilip Kelkar, AM, Technical (Electrical), E-mail ID: harshadkelkar@rbi.org.in Mob: 8828202902.</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 8 (x86 Offline) and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at https://www.mstcecommerce.com/eprocn/</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, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
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>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</p>

	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.
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD (if any) through separate NEFT/Mobile banking in advance to the Reserve Bank of India Jammu. 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 Jammu and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU 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).
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 corrigendum, 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 https://www.mstcecommerce.com/eprocn/ of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD (if any), 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, JAMMU.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement new → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.</p>

	<p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the 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, JAMMU 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 https://www.mstcecommerce.com/eprocn/
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 (if any) of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidder.

ई-निविदा आमंत्रण सूचना/Notice inviting e-Tender

भारतीय रिज़र्व बैंक, जम्मू अपने कार्यालय भवन परिसर में सेंट्रल एयर कंडीशनिंग प्लांट के संचालन और नियमित रखरखाव के लिए ई-निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड (<https://www.mstcecommerce.com/eproc/>) के ई-निविदा पोर्टल के माध्यम से की जाएगी। सभी पात्र फ़र्म/संविदाकार को निविदा प्रक्रिया में भाग लेने के लिए एमएसटीसी लिमिटेड के साथ स्वयं को पंजीकृत करना होगा। ई-निविदा की अनुसूची इस प्रकार है:

Reserve Bank of India, Jammu invites **e-Tender for** Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu . The tendering would be done through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eproc/>). All the eligible firms/ contractors shall ensure to register themselves with MSTC Ltd. to participate in the tendering process. The schedule of the e-Tender is as follows:

a. ई-निविदा का नाम/e-Tender Name	बैंक के जम्मू स्थित कार्यालय भवन में सेंट्रल एयर कंडीशनिंग प्लांट के संचालन और नियमित रखरखाव के लिए निविदा Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu
b. ई-निविदा संख्या / e-Tender no.	RBI/Jammu Regional office/Estate/8/25-26/ET/751[AMC of AC Plant]
c. कार्य की अनुमानित लागत/Estimated cost of the work	₹ 19.56 लाख
d. निविदा का प्रकार/Mode of Tender	ई-प्रोक्योरमेंट प्रणाली / e-Procurement System (https://www.mstcecommerce.com/eproc/) के माध्यम से ऑनलाइन भाग I (तकनीकी-वाणिज्यिक बोली) और भाग-II (मूल्य बोली) (Online Part-I (Techno-Commercial Bid) and Part-II (Price Bid) through (https://www.mstcecommerce.com/eproc/))
e. पक्षकारों के लिए डाउनलोड हेतु उपलब्ध एनआईटी की तिथि/Date of NIT available to parties to download	24 दिसंबर 2025 को 18:00 बजे से December 24, 2025 from 1800 hrs onwards
f. पात्र वेंडर/Eligible Vendors	वे विक्रेता/फ़र्म, जो निविदा दस्तावेज के पैरा 1.1.1-खंड I में उल्लिखित पात्रता मानदंडों को पूरा करते हैं, ई-निविदा में भाग ले सकते हैं। Vendors/ firms, who satisfy eligibility criteria mentioned in Para 1.1.1- Section I the tender document, may participate in the e-Tender.
g. बयाना जमा राशि (ईएमडी) /Earnest Money Deposit (EMD)	₹39,120/- (रुपये उनतालीस हजार एक सौ बीस मात्र) की ईएमडी राशि आरबीआई, जम्मू, खाता संख्या 8714295, आईएफएससी कोड:

	<p>RBIS0JMPA01 (0=शून्य) में एनईएफटी (नीचे उल्लिखित विवरण के अनुसार) के माध्यम से भाग-I/तकनीकी-वाणिज्यिक बोली के साथ जमा करनी होगी:</p> <p>EMD Amount of ₹39,120/- (Rupees Thirty-Nine Thousand One Hundred Twenty Only) needs to be submitted through NEFT (as per the below mentioned details) along with the Part-I/ Technical-Commercial Bid:</p> <p>In favour of Reserve Bank of India, Jammu in the Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero).</p> <p>सभी बोलीदाताओं को ईएमडी जमा करनी होगी। All bidders need to deposit EMD.</p>
<p>h. www.mstcecommerce.com/eprocn पर तकनीकी-वाणिज्यिक बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि ।</p> <p>Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn</p>	<p>24 दिसंबर 2025 को 18:00 बजे से</p> <p>December 24, 2025 from 1800 hrs onwards</p>
<p>i. बोली पूर्व बैठक (ऑफलाइन)/Date of Pre- Bid Meeting (Offline)</p>	<p>31 दिसंबर 2025 को आरबीआई, मुख्य कार्यालय भवन, जम्मू में 11:00 बजे</p> <p>December 31, 2025 at RBI MOB, Jammu at 1100 Hrs</p>
<p>j. तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तारीख और समय/Date & time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid</p>	<p>15 जनवरी 2026 को 11:00 बजे</p> <p>January 15, 2026 at 1100 hrs</p>
<p>k. भाग-I (अर्थात तकनीकी-वाणिज्यिक बोली) और भाग-II (अर्थात मूल्य बोली) खुलने की तारीख और समय /</p> <p>Date & time of opening of Part-I (i.e. Techno-Commercial Bid)</p> <p>Date & Time of opening of Part-II (i.e. Price Bid)</p>	<p>15 जनवरी 2026 को 1130 बजे से</p> <p>January 15, 2026 from 1130 hrs onwards</p> <p>सभी पात्र बोलीदाताओं को मूल्य बोली खोलने की तिथि और समय के बारे में बाद में ई-मेल के माध्यम से अलग से सूचित किया जाएगा।</p> <p>Date and time of opening of price bid will be informed separately to all the eligible bidders later through e-mail.</p>
<p>l. लेनदेन शुल्क/Transaction Fee</p>	<p>MSTC पोर्टल पर बताए अनुसार एमएसटीसी लिमिटेड के पक्ष में अथवा मेसर्स एमएसटीसी</p>

	लिमिटेड द्वारा बताए अनुसार एमएसटीसी पेमेन्ट गेटवे/एनईएफटी/ आरटीजीएस के माध्यम से भुगतान किया जाए । To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Ltd. or as advised by M/s MSTC Ltd.
--	---

नोट/Note- 1. कृपया ध्यान दें कि पोर्टल से निविदा दस्तावेज डाउनलोड करने के लिए कोई निविदा शुल्क नहीं है।

Please note that there is no tender fees to download the tender document from Portal.

2. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता रखने के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में विफल रहने की स्थिति में, बैंक उनकी उम्मीदवारी को अस्वीकार करने का अधिकार सुरक्षित रखता है।

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

3. भविष्य में निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि कोई होगा तो केवल ऊपर दिए गए अनुसार आरबीआई वेबसाइट (<https://www.rbi.org.in>) और एमएसटीसी वेबसाइट पर सूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website (<https://www.rbi.org.in>) and MSTC Website as given above, and will not be published in the newspaper.

भाग/Section-I

पात्रता मानदंड और महत्वपूर्ण जानकारी/Eligibility Criteria & Important Information

1.1	Name of the work: Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu.
1.1.1	Eligibility criteria:
(a)	Bidder should be a company registered under Companies Act or Partnership firm registered under Indian Proprietorship Act. Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed/ similar other relevant documents should be submitted as part of Technical Bid
(b)	<p>Registrations: Bidder must have registration under GST, Employee State Insurance Act, Provident Fund, Labour laws (if applicable). Bidder must submit Copy of PAN, GST Registration Certificate, Certificate for Registration under Employee State Insurance Act, Certificate for EPF registration, registration under labour laws (if applicable) as part of Technical Bid.</p> <p>Bidders who are not having such registration shall provide declaration that, if they are awarded work, they will obtain the necessary statutory registration within 14 days from date of issue of work order.</p>
(c)	<p>Bidder must have at least 5 years of experience as on date of floating of the tender in providing similar nature of services **within the criteria given below:</p> <ul style="list-style-type: none"> a) Three completed works each costing (per annum) not less than 40% of the estimated cost of the contract OR b) Two completed works each costing (per annum) not less than 50% of the estimated cost of the contract OR c) One completed work costing (per annum) not less 80% of the estimated cost of contract <p>Details of work experience shall be supported by work orders/completion certificate duly signed by the competent authority.</p> <p>A client-wise list of work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished as per Annex – II</p> <p>Client Reports (as per the format given in Annex III) duly signed by appropriate authority showing the details of work carried out must be enclosed along with technical Bid.</p> <p>Note:</p> <p>In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates (Form 26 AS) issued by Income Tax department matching with the payments related to the work executed shall also be enclosed.</p> <p>** Similar nature services includes deployment of technician for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu. Works of deployment of the security person/housekeeping staff/catering will not be consider as experience while evaluation.</p>
(d)	The details along with documentary evidence of previous experience of similar nature of work, if any, of carrying out works for the Reserve Bank of India/Central

	Government Establishment/State Government/Public Sector undertaking at any center should also be given.
(e)	Should have average annual turnover of ₹ 19.56 lakh or more during the last three financial years ending March 31, 2025. Copies of the Income Tax Clearance Certificates/ Income Tax Assessment orders/ IT Returns along with latest audited final accounts of the business of the Bidder duly certified by a Chartered Accountant or certificate of turnover issued by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three year
(f)	Bankers certificate of value not less than ₹ 19.56 lakh as per the pro forma given in Annex IV along with the technical Bid.
(i)	Minimum workforce of 20 person under his payroll. (PF/ESIC ECR/salary slip) to be submitted as proof)
(j)	Having registered office in the Jammu/Chandigarh/Punjab/Himachal/NCR region. The proof of registered address/agreement/electricity bill shall be submitted.

1.2 Important Information:

Estimated cost of the work (inclusive GST, cost of labour, material and other services)	₹19.56 lakh/- for 12 months (calculation as per Annexure – VI)
Earnest Money Deposit (EMD)	EMD of. ₹39,120/- by way of a NEFT In favour of Reserve Bank of India, Jammu Account No. 8714295 IFSC Code: RBIS0JMPA01 (0=Zero).
Performance Bank Guarantee	Performance Bank Guarantee (Clause 4.11 in Section IV)
Power of Attorney	Shall be submitted in favour of the person signing the tender documents in case of accompany.
Payment condition	Refer Clause 4.6 in Section IV
Penalty	As specified in Clause 4.5 in Section IV
Validity of the tender	90 days from the date of opening of technical Bid
All disputes arising shall be subject to the jurisdiction of courts in	Jammu
Address for dispatching the Bank Guarantee	Regional Director, Reserve Bank of India, Estate Department, Jammu

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

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

Regional Director
Reserve Bank of India, Jammu

भाग/Section II

कार्य का विस्तृत दायरा/Detailed Scope of Work

Name of work: Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu.

Details of Manpower- Single shift starting from 8:30 AM to 5:30 PM daily from Monday to Friday (5 days in a week) The contractor shall arrange to operate the AC plant as per above timings. Saturday is for maintenance of the plant. No extra payment will be made for Saturday working. If required by the bank, the contractor shall also arrange to operate the plant on Sunday for the required hours. For operation of AC plant on Sundays as per the specific instructions of the Bank, additional operation charges shall be paid by the Bank on hourly rate basis, derived on the basis of the contract rate {Hourly rate = Contract rate/(240 DaysX9 Hours)}.

For this purpose, the contractor shall deploy 3 persons as under:

- (i) One 10th pass ITI qualified in Mech/Elect/AC trade (skilled) having at least 3 years of experience for overall supervision and operation of the AC plants in single shift.
- (ii) Two 10th pass semi-skilled persons / helpers in single shift they must have 3 years of experience

2. The contractor shall also provide stand by arrangement so that if regular person is on leave then another person with similar qualifications will be deputed. The contractor shall maintain a muster for the attendance of his staff which should be submitted to the Bank's engineer as and when required. The contractor must ensure that the staff deputed to the works are qualified and experienced. The contractor must maintain a record in respect of performance of their duties for fulfilment of contract requirement.

Sr. No.	Particulars	Highly skilled	Skilled	Semi -skilled	Unskilled
1.	Manpower	0	01	02	0
2.	Total	0	01	02	0

3. The Bank reserve the right to deploy additional manpower or reduce the workforce as indicated above whenever necessary.

4. Providing 01 pair of safety shoes (annually), insulated gloves, raincoats, caps, umbrellas, torch, etc. to the manpower deployed to perform their duties.

6. It shall be the responsibility of the successful Bidder to provide full uniform (02 sets for summer and 01 set of good quality winter jacket) every year along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank.

7. The rate quoted shall also include all types of consumables screws, insulation tapes, nails, blades, cutter, cotton, cloth, rawal plug as required at site.

Note: Any additional material required for repair/replacement/maintenance (excluding consumables like nails, screw, plug, bits, insulations tapes , cotton cloth etc.) of the electrical work will be purchased by firm only after taking consent from

Bank's official and the firm will be reimbursed for the same after providing actual bill of supplies and service receipts and with a profit percent same as the firm has quoted for labour work over and above the purchased cost (excluding GST). No separate labour charges paid for the same.

General Works in the contract:

The following Registers shall be maintained by the Successful bidder.

- i. Attendance Register
 - ii. Routine/preventive/periodic maintenance work register.
 - iii. Any other log books as directed by the officials of the Bank.
1. Above registers shall be inspected by the Bank's officials for their verification.
 2. Providing of all essential tools to his staff for day to day maintenance & emergency.
 3. Providing of all safety equipment's, material to his staff.
 4. Provide necessary training to his staff on quality, safety & technology.
 5. Submission of Bimonthly/Quarterly/Six monthly/Yearly Report on Preventive / periodic maintenance in the prescribed format/as per standard/aapproved by Banks Engineer.
 6. If any staff is on leave/absent, the Successful bidder should provide replacement immediately with equally qualified & experienced person.
 7. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects.
 8. The manpower deployed by the Bidder during the currency of the Contract shall not work in any other organisation or shall not be deployed by the Bidder at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the Bidder, which will be recovered from its monthly bills or security deposit or any other dues of the Bidder. Bank shall have the right to ask for a suitable replacement in such a case.
 9. Persons deployed under the contract should be between 18 and 50 years of age. If the person is above the age of 50 years, the same will be approved by the Bank.
 10. The manpower deployed should be able bodied and trained persons with good health and clean record.
 11. The Bank reserves the right to advise the Bidder to remove any personnel found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
 12. It may be distinctly understood that there shall not be any absenteeism by the personnel. In case of absenteeism, if any, replacement personnel will have to be provided by the Bidder. The replacement personnel should be able to join his duty within two hours, failure to do so would render the Bidder liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the Bidder. Such replacement personnel shall also be subject to meeting the required standards.

13. The Bidder shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Bidder and /or the manpower deployed have observed the same.
14. The Bidder shall provide a day of rest to the manpower deployed as per applicable statutes.
15. The Bidder shall obtain a licence under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the Bidder alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Bidder and shall in no way be made liable to the persons deployed by the Bidder.
16. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the Bidder and the Bank shall not be liable in any manner whatsoever.
17. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the Bidder shall alone be liable to pay such damages or compensation to the persons deployed. The contractor will be responsible for taking all safety standards for its personnel deployed at the Bank's premises/colonies.
18. **Contractors are advised to quote their rates after visiting, understanding the volume and complexity of work as given in scope of work stated in Part-I.**
19. The labours engaged shall also be utilized as helpers for attending day to day complaints/maintenance cleaning works, if needed.
20. The rates shall be applicable for attending complaints at all heights, floors, levels and the contractor has to make his own arrangements of ladder /scaffolding, etc. required to attend day to day complaints with all safety standards and the entire cost will be borne by the successful bidder.
21. The payment of bills will be made on monthly basis after certification by the Caretaker /Junior Engineer /Assistant Manager or any other person authorized by the Bank for this purpose based on the attendance.
22. An amount equivalent to twice the daily wages per labour will be deducted from monthly bills of the contractor if contractor fail to provide reliver in case of absence of the respective staff.
23. All the complaints /works shall be attended in time. Necessary recovery may be made by the Bank if the complaints are not attended by the contractor within 24 hours time i.e. ₹100/- per complain.

Scope of work:

- Service provider will perform **Preventive Maintenance** & unlimited reactive calls without any additional cost to the Client under this Contract Preventive Maintenance
- Checking the system for performance and ensuring the overall healthy condition of the system.

- Checking the system for leaks and then rectifying the leaks, if any.
- Checking the control system for operation and adjusting the settings if necessary.
- Cleaning the coils, filters, blower fins.
- Lubricating the bearings of motors pumps and fans as and when necessary.
- Quarterly inspection of belts, including adjusting the tension and replacing the worn out belts if necessary.
- Repairing the components of the equipment at site or at any other place as and when required.
- Providing manpower for shifting of motor, cables including laying etc as per the plant requirements.

Operation and preventive maintenance contract of Central Air Conditioning System (2x200TR) chilling unit. Equipment's covered under operation and Preventive maintenance contract during shutdown are as under:

Screw chiller capacity (with multiple compressors per machine Daikin)	200TR : 2 Nos
Air Handling Units	8 Nos
Cooling Tower (Forced Fan)	300 TR - 2 Nos
Electric panels and Boards installed for above equipment	
Hot water generator and its panel	150 kW : 2 Nos

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

- a) The readings of the suction and the discharge pressure, oil pressure, oil and gas level, suction and discharge pressure of pumps, voltage and amps etc. shall be checked and recorded in log books on hourly basis. Necessary action is to be taken if the readings are not normal.
- b) To check all the electrical motors and the bearings for abnormal noise/heating etc.
- c) To check the water levels in the makeup water tank and in the cooling tower.
- d) The inside and ambient conditions i.e. DB, WB & RH of all the AHU's shall be recorded on two hourly basis.

Works to be done on Weekly basis as under:

- a) To check the refrigeration system for leaks test and inform the Bank's engineer In-charge
- b) To dust off the outside of all electrical panels/ all equipment chiller/ AHU.
- c) To check lugs/thimbles/terminal points of the electrical motors, switches, starters, single phase preventers and the indication lights etc. and to take the remedial steps if required.
- d) To check the starter, control panel and indication lights etc. from inside.
- e) To check the alignment of all the belt driven equipments and to rectify if required.
- f) Cleaning of filter of AHU and pond of cooling tower.
- g) Cleaning/dusting of AHU body /skin and LT board inside the AHU.
- h) Cleaning/sweeping of all AHU floors

Works to be done on monthly basis:

Bi-monthly inspection of the chiller plant, AHU, Cooling tower, motor, pump etc. and its components of the centralise AC plant. To check healthiness of the centralise AC plant and its components.

Works to be done on monthly basis:

- a) To check the belt tension of AHU's installed on various floor and take corrective steps if required.
- b) To check the gland/seal, coupling of pumps and cooling towers.
- c) To check the solenoid valves, safety control and the interlocking of the various equipment.
- d) To clean all the strainers and the filters of the cooling tower.
- e) Checking all the valves and operate it so that it will not stuck at one position.
- f) Cleaning of evaporator coils of all AHU by using jet pump with clean soap water. During this work removing of filter frame with filters and re affixing after cleaning
- g) Cleaning of the AC plant panel, AHU panel, checking for the tightness/abnormal heating in panel.

Works to be done on Every three Months:

- a) To check and lubricate the bearings of the motors and to keep the proper record.
- b) To check the foundation bolts of the pumps and motors and inform RBI.
- c) To check starter overlap/trip coils for effectiveness of operation.
- d) To check condition of cooling tower blades fans rotations, fans and motor bearings and inform bank's engineer in charge for any abnormality.
- e) Check the makeup water consumption.
- f) Checking of the electrical contacts of various controls provided for the chiller packages.
- g) Servicing of the Chilled water pump, condenser pump, cooling tower , AHU motor etc.
- h) Diffuser grill of the all floors with cloth and keeping it dustfree.

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

- a) To replace the indication lamps, contractors, single phase preventers, switch fuses U bands, gauge and thermometer etc. as required. (cost of spare shall be paid separately after producing documentary evidence like invoice purchase etc.)

Scope of work covered under preventive maintenance contract to be carried out at Once in a year during shut down:-

- I. De-scaling with chemical & Acid and rodding of condensers. (No extra charges will be given for cleaning material).
- II. Cleaning of nozzles, basins and louvers of cooling towers.
- III. Replacement of damaged nozzles and fills in the cooling tower.
- IV. Servicing of switchgear of electrical panel.
- V. Draining of water from pipeline and refilling the same with fresh water.
- VI. Greasing of bearings of motor and pumps.
- VII. Descaling of the AHU coils, servicing, cleaning of the three way/two way valve, butterfly valve, Y satainer, balancing valve etc.

Note: All spare parts/ material required for repair of the systems will be paid by the Bank for carrying out the routine/preventive maintenance except cleaning material like acid etc.

All consumables like cleaning material, cotton waste, duster cloth etc. and minor material like nut bolts, washers/ screws , cleaning material, acid shall be provided by the contractor and same shall be included in the scope of work.

Uniform to workers: There is recovery of equal amount of uniform(pent, shirt, Jersey name colour as desired by the firm but same for all three workers) and ID card(plastic name of employee place of work at firm name) if do not provided within the month of award of the work the amount for the same will be deducted from the security deposit amount.

Tools and spares

Separate tool bag containing following item shall be given to electrical team with tool box/bag.

Name	Quantity	Name	Qauntity
Screw driver (+/-) 150mm, 250mm, 300mm,500 mm	1 nos of each	Tester	4 Nos
Wrench Spanner set	1 Nos	Ring spanner set	1 Nos
Socket spanner set	1 nos	Plier (2 Nos)	1 set
Nose Plier	2 Nos	Wire cutter	1 Nos
Cutter blade	2 Nos	Tong tester	1 Nos
Crimping tool (6-35mm and (35-400mm)	1 nos of each	Allen key set	1 nos
Filer (round, square, flat)	1 nos of each	Spirit level	1 nos
Earth tester	1 nos	Adjustable wrench	1 nos
Inch tape (upto 5 meter)	2 Nos	Hammer drill Machine with drill bits	1 Nos
Drill machine	1 nos	Hammer	1 nos
Stone/wall Chisel	2 Nos	Grinder machine with blade	1 nos
		Multimeter	1 nos

This is a tentative list of the tools required. If any other tools required by Bank or successful bidder to carry out maintenance work, same shall be provided by firm without any extra cost. There is recovery of equal amount of tools if do not provided within the month of award of the work from the security deposit amount. These tool kits will be property of contractor.

Inspection Service Contract:

The inspection service will include all labour charges and supervisory charges towards inspection of the chiller packages, AHU, Cooling tower and all chiller plant components which will be carried out bimonthly and a report submitted to the Bank about the condition of the chiller packages. It will also include all labour charges and supervisory charges required for annual maintenance including descaling of chillers /condensers etc. and other

works as recommended by the manufacturer and preparation of estimates for all breakdown and repair works. All spares and consumables as required will be arranged by the contractor with prior approval of the Bank and will be paid by the Bank over and above the agreed Inspection charges. The tenderers shall quote their charges for the above **inspection service** shall be **paid on half yearly basis** on rendering satisfactory service. All service report shall be enclosed as per the tender during submission of the invoice to avoid rejection or non-payment of inspection charges.

This AMC does not include:

- Repair replacement of the spare/faulty parts of the system, accessories, attachments, machines or other devices not covered under this agreement.
- The cost of repairs or replacements of any spares due to wear and tear including labour charges for parts will be paid separately. The firm shall produce

Note:

- i. The emergency works when the workers will have to continue to work till the emergency is over. The weekly holiday should be given to the workers in consultation with the Bank.
- ii. Electricity and water shall be given to agency at nearest available point free of cost by the Bank but all the other arrangements have to be made by the successful bidder at their own.
- iii. In case of any deployed staff of the successful bidder found to be giving poor workmanship, disobeying instruction of the Bank and misbehavior etc. the agency will replace such person(s) from the work as directed by the Bank.

Section III
General instructions to Bidders

3.1	Tender Document:
3.1.1	Tender shall consist of this document having Ten (10) Sections along with any annexures, schedules etc. issued by the Bank for the purpose.
3.1.2	Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
3.1.3	Bidders are advised to use only the forms (tender books) uploaded on MSTC portal. In case the tenders are submitted from downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the tender forms shall be signed and returned.
3.1.4	Eligibility criteria shall be as per clause 1.1.1 in Section I of the tender document
3.2	Amendment to tender document
3.2.1	At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment.
3.2.2	Any such amendment will be hosted on the Bank's website https://www.rbi.org.in only. The addendum (s) issued will form part of the tender documents.
3.2.3	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.
3.3	Preparation of Bid : Tender in prescribed form shall be submitted in two parts – Part I Technical Bid and Part II Financial Bid
3.3.1	Technical Bid
	Part-I of the tender will contain Bank's standard conditions (not Price Bid) for the proposed work, tender's covering letter and the EMD 2% of the estimated amount
(i)	Sections I to IX are part of technical Bid.
(ii)	Bidder must fill all the details specified in various sections.
(iii)	EMD shall be part of Technical Bid.
(iv)	The tender documents must be filled in English If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
3.3.2	Financial Bid: Part-II of the tender will contain Bidder's price Bid only
(i)	Currency of Bid: Bid prices is in Indian Rupees. Profit/other charges quoted should include all costs associated with the work including any out of pocket / mobilization expenses, all taxes (except GST) .
(ii)	The rate should be quoted strictly in line with the price schedule. Blank or zero profit bid shall be treated as invalid bid and will be rejected

(iii)	If any columns of the price schedule are found blank then the tender of the respective Bidders shall be treated as non-responsive, and will be summarily rejected by the Bank
3.3.3	It will be imperative on the part of each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder. This, however, excludes any changes in minimum wages/government levies which are payable statutorily and may be allowed subject to satisfaction of the Bank.
3.4	Bids shall remain valid for acceptance by the Bank for the period indicated in clause 1.2 of Section I . This period may be further extended, if required, by mutual consent.
3.5	EMD shall be forfeited if the Bidder:
(i)	makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria;
(ii)	withdraws his Bid during the period of Bid validity, or
(iii)	has been blacklisted by any government agency and the blacklist is still in force.
3.6	Procedure for Submission of Bids
	Interested Bidders / Agencies shall upload the tenders in prescribed form in two parts. Part-I tender will contain the Bidders' covering letter, Bidders' additional conditions, if any, and documents as indicated in Annex.
	All disputes arising shall be subject to the jurisdiction of the appropriate court as indicated in Clause 1.2 and will be governed by the relevant statutory provisions in force in India
3.7 (a)	<p>Minimum wages Rates quoted by the Bidders should be in accordance with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 / Minimum Wages Act. The Successful Bidder shall ensure payment of minimum wages to the workmen employed by them. Payment should be made through NEFT to their Bank account/s and Successful bidder shall maintain a register of wages and shall issue a wage slip to every workman employed by them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970.</p> <p>Salary of the employees shall be disbursed through NEFT only (as per the actual attendance) to their bank account and a copy of the NEFT payment and bank details shall be produced with the bill to be submitted to the Bank for payment to the Vendor. No cash payment by the company/Successful Bidder shall be made to their employees. The total wages payable to the skilled/unskilled labour shall include Minimum Wages and Statutory dues (Basic + Variable dearness Allowance), Bonus, Employees Provident Fund & Employees state insurance corporation (ESIC). No other deduction other than statutory charges on account of provision of uniform/administrative/conveyance etc will be permitted.</p>

(b)	The Successful Bidder has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to all the labourers of all descriptions to be engaged by it for completion of that particular job/work at the rate which is not less than minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities.
(c)	The Successful Bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions 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. The Successful Bidder only shall be responsible for liabilities, if any, in this regard.
(d)	The Bank will also insist, to the Successful Bidder for Bank account payment details of labourers and it will furnish the Bank account details of engaged labourers as proof of payment on enquiry.
3.18	<p>Insurance: The Successful Bidder shall take workmen compensation policy for all the workers engaged in the work. The Successful Bidder shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. <u>Third party liability in the Successful Bidder's "all risk policy" shall be minimum ₹2 lakh for one accident/occurrence and 5.00 lakh in respect of damage to property for any one accident/occurrence.</u></p> <p><u>Note: These policies shall be in the Joint names of the Bank (Bank's name being the first) and valid till the currency of the work. If the Successful Bidder 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 Successful Bidder.</u></p>
3.19	<p>Signing of Contract Agreement</p> <p>The General instructions to the Bidders and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the Bidder and the work order placed shall be the basis of the final contract to be entered into with the Successful Bidder. On receipt of intimation from the Bank of the acceptance of his/their tender, the Successful Bidder shall be bound to implement the Contract and within 14 days thereof, the Successful Bidder shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement, the written acceptance by the Bank, of a tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed. The cost of necessary stamp paper as per Stamp Act for execution of the agreement shall be borne by the Successful Bidder. The format of Articles of Agreement is provided at Section X. The Successful Bidder shall not sublet any portion of the contract without the permission of the bank. In case of breach of these conditions, the Bank may serve a notice in writing on the successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to its other remedies against the successful Bidder.</p>
3.20	Right to Accept Part Tender: The Bank reserves the right to accept the tender either in whole or in part.

भाग/Section IV

अनुबंध की विशेष शर्तें /Special Conditions of the contract

4.1.	Technical and Financial bids will be evaluated as per the details provided in Section IX
4.1.1	Technical Bid:
	The Bank would examine and evaluate received Technical Bids, as per the proposal submitted by the Bidders in line with the Bank's requirement mentioned in Scope of Work at Section II.
4.1.2	Financial Bid:
(a)	<p>The bidder will quote other charges in Indian rupees and percentage profit upto 2 decimal point in the price bid. If vendor quotes less/equal to 0 (Zero) its bid will be treated unviable and will be not considered as it will not be compensating the minimum statutory payments along with a reasonable margin for the business to be viable (Annexure VI). Lowest among the quoted rates will be considered L-1 and work will be awarded to them. The tenderer will be quoting the amount against other/miscellaneous charges in Indian Rupees and profit in terms of percentage up to 2 decimal places. The miscellaneous charges and the profit shall remain same for entire period of contract and during renewal. However, the operation cost amount shall be arrived according to minimum wages and statutory charges on actual or as and when revised.</p> <p>If two or more vendors quote the same , Bank will asked for the Discount on the already quoted price in term of percentage. Which shall be submitted in sealed envelop.</p>
4.2	Renewal of contract
	The service contract shall be further renewed for Two years (One year at a time) subject to satisfactory performance and adherence to Contractual obligations by the tenderer. The decision of the Bank in this regard will be final. There shall be no increase in the profit margin quoted by the firm. Only revision in the minimum wages as per the central labour commission & Statutory components viz. PF/ESIC/Bonus will be revised on time to time based on the notification.
4.3.1	Non-disclosure The Successful Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Successful Bidder during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Successful Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Successful Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Successful Bidder shall indemnify the Bank for any loss suffered by it as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of

	contract on the part of the Successful Bidder and the Bank shall be entitled to claim damages and pursue legal remedies. The Successful Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Successful Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.						
4.3.2	Successful Bidder shall provide identity cards to its employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all the times they are working in Bank's premises.						
4.4	The Successful Bidder shall obtain Police Verification Report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Premises. A copy of the Aadhaar card of such persons along with police verification report will be furnished to the Bank before their deployment in the Bank's premises.						
4.5	<p>Penalty</p> <p>Disbursement of Salary: Salary of the employees shall be disbursed on or before 8th of every month through NEFT only to their Bank account and a copy of the NEFT payment shall be produced to the Bank with the submission of the bill for payment to the vendor.</p> <p>In case firm does not disburse the salary as per the above-mentioned date a penalty of ₹2000/- per day will be deducted from the bill.</p> <p>Penalty if technician found without uniform/safety shoes ₹100/- per day per person.</p> <p>Absence from work: Double the daily wage per day will be deducted from the bill on account of not providing worker in lieu of absence of worker.</p> <p>Delay/not carrying scheduled preventive maintenance: Penalty as given percentage shall be recovered from the payable. Subject to maximum 10% of the contract amount. If there is any further recovery, same shall be recovered from the Bank Guarantee submitted by the firm.</p> <table border="1"> <thead> <tr> <th>Maintenance Schedule</th><th>Penalty (% of contract amount)</th></tr> </thead> <tbody> <tr> <td>Bi-monthly services/delay beyond 1 month than schedule)</td><td>2%</td></tr> <tr> <td>Schedule monthly/ weekly/ quarterly maintenance not done as scheduled</td><td>5%</td></tr> </tbody> </table> <p><u>Bank reserves the right to waive off such penalty, if the cause of deficiency in the service is found to be beyond the control of the successful bidder. The Bank's decision in this regard shall be final.</u></p>	Maintenance Schedule	Penalty (% of contract amount)	Bi-monthly services/delay beyond 1 month than schedule)	2%	Schedule monthly/ weekly/ quarterly maintenance not done as scheduled	5%
Maintenance Schedule	Penalty (% of contract amount)						
Bi-monthly services/delay beyond 1 month than schedule)	2%						
Schedule monthly/ weekly/ quarterly maintenance not done as scheduled	5%						

4.6	<p>Payment Conditions:</p> <p>The charges quoted will cover the cost of manpower deployed, administrative charges, set of uniform on every year of the employees and machinery/equipment, deployed for efficient rendering of services and shall be payable on monthly basis (based on actual attendance/man days, PF, ESIC,bonus etc paid) subject to submission of invoice along with documentary evidence of statutory deduction like PF, ESIC NEFT statement for the payment made to employee and subject to satisfactory performance.</p> <p>And the inspection charges/maintenance charges of the Chiller plant and it's component shall be paid on six monthly basis.</p> <p>The payment shall be made based on the actual attendance duly certified by the Bank's Officers/caretaker that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.</p> <p>The PF,ESIC amount shall be paid on actual basis as per the applicable statutory norms. If any employee is coming under the ESIC pervue, same shall not be paid. However, the contractor shall obtain the Group Insurance or ESIC equivalent insurance scheme for the the employee not covered under the ESIC. The same shall be notified to the Bank and approval shall be obtained for same. Same shall also be renewed time to time. The cost of such insurance (Group Insurance or ESIC equivalent) shall be paid to the firm on production of the payment receipt and the supporting documents as desired by the Bank separately on monthly basis or as agreed upon by between.</p> <p>Payment towards Miscellaneous Consumables/ Materials to be provided by the Contractor, whenever instructed by the Engineer-in-charge or his representative –</p> <p>Any material replaced/purchased for the maintenance purpose shall be reimbursed on actual basis with necessary supporting document, challan duly signed by the caretaker/occupant of the flat. Bank shall pay 15% profit on base amount (without any taxes,GST, profit ,any other charges) on monthly basis. No separate labour charges/ transport charges etc shall be paid for material replace under AMC.</p> <p>Note:</p> <p>i) Whenever any item/material needs to be replaced, the same shall be brought to the notice of Engineer or his representative and with his/ her approval, the same shall be purchased and provided by the contractor. The material shall be of approved make/ model.</p> <p>ii) During visit of Engineer or his representative to the colony, the contractor shall arrange to show the material replaced to him/ her at the earliest opportunity and get signature of Bank's Engineer /concerned Resident on the register.</p> <p>iii) The contractor shall prepare flat wise data in each colony for all the materials replaced during the month and copy of the same shall be enclosed along with his monthly bill. The Contractor shall raise separate bills for electrical and allied items These procedure is subjected to change as per the discretion of the Bank.</p>
4.7	<p>Force Majeure:</p> <p>The Bidder/Successful Bidder shall not be liable for forfeiture of its EMD/ Security Deposit (Performance Bank Guarantee - PBG) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure.</p>

	For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder/Successful Bidder and not involving the Bidder's/Successful Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Bank will decide whether delay or failure on the part of the Bidder/Successful Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Bidder/Successful Bidder and will not be open to question before any court / forum in any proceedings.
4.8	Termination for Default
4.8.1	The Bank may, without prejudice to any other remedy for breach of contract, by a one month written notice of default sent to the Successful Bidder and upon the Successful Bidder's failure and/or neglect to propose and/or execute any corrective action to set right the default, terminate this AMC Contract in whole or in part, in case of the following:
(i)	If the Successful Bidder fails to deliver any or all of the items of work as specified in the Tender document within the time period(s) specified in the Contract; Or
(ii)	If the Successful Bidder fails to perform any other obligation(s) under the Contract.
4.8.2	On termination of the Contract for default, the Security Deposit (PBG-Performance Bank guarantee) of the Successful Bidder will be forfeited.
4.8.3	On termination of the Contract for default, action will be taken to blacklist the Successful Bidder.
4.8.4	The Bank has right to go to court of law in case of breach of the terms and conditions as specified in the tender document.
4.8.5	Termination for Insolvency: The Bank may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which the Bank is or will be entitled to take or seek.
4.10	Patents: The Successful Bidder shall indemnify the Bank against all claims in respect of patent rights and shall defend all actions arising from such claims and shall itself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.
4.11	Performance Bank Guarantee (PBG): On award of contract, the Successful Bidder shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Performance Bank Guarantee as per Annexure I from any Scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be valid 3 month ached from the date of end of contract period. All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the Successful Bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.

	A successful Bidder shall furnish Performance Bank Guarantee of 5% of the renewed amount of Contract in case contract of AMC is renewed. Bank will withheld equivalent amount from the payable if the BG is not submitted and penalty at bank rate shall be recovered for the delay in submission/renewal of the BG.
4.12	Adherence to Safety Code:
	<p>The Successful Bidder will have to adhere to the safety code as detailed below:</p> <p>a) The Successful Bidder shall follow the safety regulations as prescribed in the tender and Indian Standards. It shall provide necessary safety appliances to its employees as instructed by the Bank depending upon the nature of work. All model safety rules, issued by safety section, from time to time shall be strictly followed.</p> <p>b) First-aid appliances/kits, adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.</p> <p>c) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.</p> <p>d) Any person found under the influence of alcohol or any intoxicating drugs on duty is unfit for duty and should not be allowed to work.</p> <p>e) There may be venomous reptiles and insects in the green areas where AMC work is to be carried out. Utmost care shall be taken by the Successful Bidder throughout the contract period to prevent accidents.</p>
4.13	<p>Abiding by the provisions of Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 at work place:</p> <p>The Successful Bidder shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at work place (Prevention, Prohibition & Redressal) Act, 2013'. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Successful Bidder the Successful Bidder shall ensure appropriate action under the said Act in respect of the complaint. 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.</p> <p>The Successful Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Successful Bidder, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Successful Bidder is proved.</p> <p>The Successful Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>The Successful Bidder shall provide a complete and updated list of its employees who are deployed within the Bank's premises</p>
1.14	<p>Renewal of the AMC contract (For items no 4 & 5 of the Part II)</p> <p>While renewing the contract the new contract amount will be arrived at on the basis of the following formula:</p> <p>$Ac = Ap[(10 + 90 \times (CPI_c / CPI_p))] \times 1/100$</p> <p>Ac: The contract amount for the current year Ap : The contract amount for the previous year CPIc: Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract</p>

	<p>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</p> <p>For operation contract (For Sr No 1 of the Part II) Based on the minimum wages revised as per the central labour ministry for the area B and other statutory charges as applicable time to time.</p> <p>Note: The profit percentage i.e. Sr No 3 and other charges i.e. Sr No 2 shall remain fixed during renewal.</p>
<p>I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Contract is entrusted to me/us. I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.</p>	

भाग/Section V
निविदा फॉर्म/Form of Tender

दिनांक/Date:

क्षेत्रीय निदेशक/The Regional Director
भारतीय रिज़र्व बैंक/Reserve Bank of India
रेल हेड कॉम्प्लेक्स/Railhead complex
जम्मू/Jammu

बैंक के जम्मू स्थित कार्यालय भवन में सेंट्रल एयर कंडीशनिंग प्लांट के संचालन और नियमित रखरखाव के लिए निविदा

**Tender for Operation and routine maintenance of Central Air Conditioning Plant
at Bank's Office Building, Jammu**

महोदय/Sir,

उपर्युक्त कार्य से संबंधित आवश्यकताओं, शर्तों और मात्राओं की अनुसूची की जांच करने और कार्य स्थल का दौरा करने और जांच करने और निविदा से संबंधित अपेक्षित जानकारी प्राप्त करने के बाद, मैं/हम बैंक के जम्मू स्थित कार्यालय भवन में सेंट्रल एयर कंडीशनिंग प्लांट के संचालन और नियमित रखरखाव के लिए निविदा आमंत्रित करने का प्रस्ताव करते हैं।

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as involving the tender, I/We hereby offer to take up the **Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu.**

2. हम इस बात से भी सहमत हैं कि **भाग-I निविदा खोलने की तारीख से 90 दिनों तक बैंक द्वारा स्वीकृति के लिए हमारी निविदा मान्य रहेगी** और इस वैधता अवधि को बैंक और हमारे बीच परस्पर लिखित सहमति के आधार पर बढ़ाया भी जा सकता है। हम NEFT के माध्यम से **₹38,480/-** की EMD राशि जमा करने के लिए भी सहमत हैं।

We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening 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 deposit the EMD amount of ₹38,480/- through NEFT

3. यदि इस ई-निविदा को स्वीकार किया जाता है /हम निविदा की सभी शर्तों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं और उनका उल्लंघन होने पर उक्त शर्तों के अनुसार ऐसी राशि को जब्त करने एवं आपको या आपके उत्तराधिकारियों, या समनुदेशितियों अथवा नामितियों को भुगतान करने की सहमति देते हैं, जैसा कि अनुबंध की लिखित स्वीकृति के साथ-साथ निविदा में निहित शर्तों में निर्धारित है।

Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Tender and in the event of any 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 document and the Articles of Agreement together with the written acceptance of the Contract.

4. मैं /हम समझते हैं कि आप बिना कोई कारण बताए किसी भी या सभी निविदाओं को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं।

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.

दिनांक _____ 202 के _____ दिन ।

Dated this _____ day of _____ 202

मैसर्स _____ के लिए और उनकी ओर से _____ (मुहर सहित हस्ताक्षर)

For and on behalf of M/s _____ (Signature with seal)

नाम/Name _____

पदनाम/Designation _____

स्थान/Place _____

तिथि/Date _____

(उपर्युक्त हस्ताक्षरकर्ता के पावर ऑफ अटॉर्नी की प्रमाणित सत्य प्रति संलग्न की जानी चाहिए/Certified true copy of the Power of Attorney of the above signatory should be enclosed).

साक्षी/Witnesses

(1) नाम, पता और दिनांक _____

सहित हस्ताक्षर _____

/Signature with name,
address and date

—

(2) नाम, पता और दिनांक
सहित हस्ताक्षर /
Signature with name,
address and date

—

—

भाग/Section - VI

Documents to be uploaded by the bidder with Technical bid on MSTC website

Sr. No	Documents to be furnished
1	Copy of MOU (in case of company)
2	Copy of Article of Association (in case of company)
3	Partnership deed (in case of partnership firm)
4	Firm or proprietorship registration certificate
4	MSME registration certificate (in case of MSME)
5	GSTN registration Certificate
6	ESIC registration Certificate
7	EPFO registration Certificate with ECR copy of latest month
8	PAN Card copy
9	Registration of Labour law certificate (if applicable)
10	Details of turnover for the last three year as per the format given in Annexure II-A, duly audited and signed by the Practicing Chartered Account
11	Bank solvency certificate for 100% estimated cost as per format given in Annex IV
12	Income Tax returns Certificate for the last 3 Financial years alongwith audited and duly stamped copy of Financial Statements (Balance Sheet and Profit& loss) by Practicing Chartered Accountant
13	Proof of total existing work force – PF statement
14	List of contracts awarded in the past to bidder company/firm containing following details as per Annexure II

भाग/Section VII

बोलीदाता का विवरण/Details of Bidder

Sr. No.	Particulars	To be filled by Bidder
1.	Name and Address of the agency/firm/ company. i. Address and telephone number of Registered Office ii. Address of the Office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.	
2.	Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act,1956) (Please enclose relevant documents.)	
3.	Name/s of the Proprietor /Partners /Directors of the Organization	
4.	Correspondence details	
	Telephone /Mobile alongwith Contact person's name	
	Email	

Section VIII

Details of Bidder's Banker

Sr. No.	Particulars	To be filled by Bidder
1	Name of the Bank	
2	Branch Address	
3	IFSC Code (cancelled cheque may be enclosed)	
4	Telephone and fax number	
5	Name of the contact person	
6	Amount of credit facility / overdraft facility enjoyed by Bidder from the Bank	
7	The period from which the Bidder has been Banking with Bank	
8	Bank Account Number (must be a current account)	
9.	Type of A/c	
10	Account Holder Full Name	
11	Permanent Account Number (PAN).	

I/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their Bank account and also accept the payment in respect of the above works, if awarded to our firm /company, through NEFT.

Signature of Bidder with stamp/date

भाग/Section IX

करारनामा का ड्राफ्ट/Draft Articles of Agreement

यह करार _____ 202-- के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, जम्मू, जिसका कार्यालय भारतीय रिज़र्व बैंक, रेल हेड कॉम्प्लेक्स, जम्मू में स्थित है (जिसे इसके बाद "बैंक" कहा गया है) जिस अभिव्यक्ति में जब तक कि वह सबदर्भ या अर्थ के प्रतिकूल न हो, उसके सहयोगी, उत्तराधिकारी और समनुदेशिनी शामिल होंगे)

This Agreement made on this _____ day of _____ 202.. between Reserve Bank of India, having its office at Reserve Bank of India, Railhead complex, Jammu (Hereinafter referred to as the "**Bank**") which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

और/And

दूसरे पक्ष मेसर्स _____, जिसका कार्यालय _____ पर है (जिसे इसके पश्चात् "सफल बोलीदाता" कहा जाएगा) और जिस अभिव्यक्ति में जब तक कि वह संदर्भ या अर्थ के प्रतिकूल न हो, उसके उत्तराधिकारी, प्रतिनिधि, प्रशासक और अन्य पक्ष के समनुदेशिनी शामिल होंगे, के बीच किया जाएगा ।

M/s _____, having its office at _____ herein after referred to as the "**Successful Bidder**") 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.

जबकि सफल बोलीदाता बैंक के जम्मू स्थित कार्यालय भवन में केंद्रीय एयर कंडीशनिंग प्लांट के संचालन और नियमित रखरखाव के लिए निविदा प्रदान कर रहा है।

Whereas the Successful Bidder is carrying on the business of providing **Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu**

और जबकि बैंक उपरोक्त उद्देश्यों के लिए सफल बोलीदाता की सेवाओं का लाभ उठाने का इच्छुक है, जैसा कि पत्र संख्या _____ दिनांक _____ में विस्तार से दर्शाया गया है।

And whereas the Bank is desirous of availing services of the Successful Bidder for the above purposes as indicated in detail in letter no. _____ dated _____

और चूंकि बैंक और सफल बोलीदाता उन नियमों और शर्तों को दर्ज करने के इच्छुक हैं जिनके तहत या जिनके आधार पर सफल बोलीदाता द्वारा उक्त सेवाएं प्रदान की जानी हैं।

And whereas the Bank and Successful Bidder are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Successful Bidder.

अब बैंक और सफल बोलीदाता के बीच एतद्वारा सहमति हुई है

NOW IT IS HEREBY AGREED BY AND BETWEEN THE BANK AND THE SUCCESSFUL BIDDER HERETO AS FOLLOWS

1. यह करार ----- से प्रभावी होगा और ----- तक लागू रहेगा या जब तक कि इसमें निहित शर्तों के अनुसार इसे समाप्त नहीं कर दिया जाता ।

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

2. ₹----- (रुपए -----मात्र) के उद्धृत शुल्क में सेवाओं के कुशल निष्पादन के लिए तैनात श्रमशक्ति, उपयोग की गई सामग्री और इस हेतु लगाई गई मशीनरी की लागत शामिल होगी और इसका भुगतान संतोषप्रद सेवा प्रदान करने और इन्वाइस प्रस्तुत करने के अधीन मासिक आधार पर किया जाएगा।

The quoted charges of ₹_____ covering the cost of manpower deployed and machinery/equipment used for efficient rendering of services shall be payable on monthly basis subject to submission of invoice.

3. इस राशि का भुगतान बैंक अधिकारियों द्वारा यह प्रमाणित किए जाने कि सेवाएं संतोषजनक ढंग से प्रदान की गई हैं, के बाद किया जाएगा और इसे सभी वैधानिक बकाया/करों आदि की कटौती के बाद किया जाएगा ।

The 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.

4. उपर्युक्त शुल्क स्थायी हैं और पूरी अनुबंध अवधि के लिए श्रम की स्थिति, विनिमय दर में घट-बढ़ या किसी अन्य शर्त (शर्तों) के कारण परिवर्तन के अधीन नहीं हैं।

The above charges are firm and not subject to labour conditions, exchange variations or any other condition, except statutory requirements like minimum wages.

5. उपर्युक्त शुल्कों में अकुशल श्रमिकों को न्यूनतम मजदूरी, वीडिए, ईपीएफ, ईएसआईसी, बोनस, बीमा शुल्क और कोई अन्य कर (माल और सेवा कर - जीएसटी को छोड़कर) और शुल्क या अन्य लेवी शामिल होंगे, चाहे वे मौजूदा हों या केंद्र सरकार या किसी राज्य सरकार या किसी स्थानीय प्राधिकरण द्वारा भविष्य में लगाए जाएं। जीएसटी का भुगतान वास्तविक के अनुसार किया जाएगा।

The above charges shall include Minimum wages to unskilled labours, VDA, EPF, ESIC, Bonus, Insurance charges and any other tax (excluding Goods and Services Tax - GST) and duty or other levy, whether existing or levied in future by the Central Government or any State Government or any Local Authority. GST will be paid as per actuals.

6. सभी उद्धृत रखरखाव वस्तुएं / उपकरण और सामग्री सफल बोलीदाता द्वारा प्रदान की जाएगी। किसी विशेष कार्य या खरीदी गई सामग्री की लागत का भुगतान बैंक द्वारा अलग से किया जाएगा।

All quoted maintenance articles/equipment and material will be provided by the Successful Bidder. The cost of the any special work done or material procured shall be paid separately by the Bank.

7. सफल बोलीदाता निविदा के नियमों और शर्तों के अनुसार और निविदा अनुबंध की विशेष शर्तों के तहत विस्तार से उल्लिखित कार्य और सेवाओं के दायरे के अनुसार नियमित आधार पर सेवाएं प्रदान करने के लिए जिम्मेदार होगा।

The Successful Bidder shall be responsible for providing services on regular basis as per the terms and conditions of the tender and as per the Scope of Work and services to be rendered as mentioned in detail under Special Conditions of Contract of the tender.

8. सफल बोलीदाता अपने द्वारा नियोजित कामगारों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा और इस हेतु एक रजिस्टर का रखरखाव करेगा और इसके द्वारा नियोजित प्रत्येक कामगार को मजदूरी पर्ची जारी करेगा और मजदूरी पर्ची पर उनके हस्ताक्षर या अंगूठे का निशान प्राप्त करेगा। इसके अलावा, ठेका श्रम (विनियमन और उत्सादन) अधिनियम, 1970

के अनुसार अपने कर्मचारियों के लिए पेयजल, प्राथमिक चिकित्सा सुविधा आदि जैसी आवश्यक सुविधाएं प्रदान करनी होंगी। सफल बोलीदाता को कार्य सौंपने से पहले लागू मूल्य के गैर-न्यायिक स्टॉप पेपर पर वचनबद्धता देनी होगी है कि वह वास्तव में उस विशेष कार्य को पूरा करने के लिए उसके द्वारा लगाए जाने वाले सभी विवरणों के सभी श्रमिकों को उस दर पर मजदूरी और अटेंडेंट लाभ का भुगतान करने का वचन देता है जो सीएलआरए अधिनियम के तहत न्यूनतम मजदूरी से कम नहीं हो। सफल बोलीदाता प्रमुख नियोक्ता को ऐसी मजदूरी का भुगतान करने और आवश्यक सुविधाएं प्रदान करने में विफलता के लिए वैधानिक अधिकारियों द्वारा प्रमुख नियोक्ता के खिलाफ शुरू की जाने वाली सभी कार्रवाइयों के खिलाफ क्षतिपूर्ति भी रखेगा। सफल बोलीदाता अपने मासिक बिलों के साथ पीएफ, ईएसआई योगदान, बोनस आदि जैसे बकाया जमा करने के प्रमाण के साथ श्रमिकों को भुगतान की गई मजदूरी की प्राप्तियों की एक प्रति प्रस्तुत करेगा, ऐसा न करने पर उनके बिल का निपटान नहीं किया जाएगा। सफल बोलीदाता न्यूनतम मजदूरी अधिनियम (साप्ताहिक छुट्टी और ओवरटाइम मजदूरी के भुगतान से संबंधित अन्य प्रावधानों के अलावा), पीएफ अधिनियम, ईएसआईसी अधिनियम, बोनस का भुगतान अधिनियम, 1965; मातृत्व लाभ अधिनियम, 1961 आदि के लागू प्रावधानों का अनुपालन सुनिश्चित करेगा।

The Successful Bidder shall ensure payment of minimum wages to the workmen employed by it and shall maintain a register of wages and shall issue a wage slip to every workman employed by it and obtain their signature or thumb impression on the wage slips. In addition, it has to provide essential amenities like drinking water, first aid facility etc. to its employees as per Contract Labour (Regulation & Abolition) Act, 1970. The Successful Bidder has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages and attendant benefits to all the labourers of all descriptions to be engaged by it for completion of that particular job/work at the rate which is not less than the minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities. The Successful Bidder shall submit along with its monthly bills a copy of the receipts of the wages paid to the workers along with proof of depositing dues like PF, ESI contributions, bonus, etc failing which their bill will not be settled. The Successful Bidder will ensure compliance with applicable provisions of

Minimum Wages Act (among others provisions relating to weekly-offs and payment of overtime wages), PF Act, ESIC Act, Payment of Bonus Act, 1965; Maternity Benefits Act, 1961, etc

9. सफल बोलीदाता के पास सभी प्रासंगिक दस्तावेज होने चाहिए, जैसे कि ठेका श्रम (विनियमन और उत्सादन) अधिनियम, 1970 के तहत लाइसेंस या पीएफ और बीमा प्राधिकरण के साथ पंजीकरण प्रमाण पत्र, कोई अन्य लागू कानून जिसे आवश्यकता पड़ने पर संबंधित प्राधिकारियों को दिखाया जाना चाहिए। ऐसा न करने पर वह अकेले ही इसके लिए कार्रवाई/कार्यवाही सुनिश्चित करने के लिए जिम्मेदार होगा। सफल बोलीदाता के कृत्यों, कमीशन या चूक के लिए बैंक को जिम्मेदार नहीं ठहराया जाएगा और सफल बोलीदाता द्वारा नियोजित मजदूरों के लिए किसी भी तरह से उत्तरदायी नहीं बनाया जाएगा।

The Successful Bidder shall be in possession of all the relevant documents, like license as contemplated under Contract Labour (Regulation & Abolition) Act, 1970 or certificate of registration with PF and Insurance authorities, any other law as applicable which shall be shown to the relevant authorities as and when required, failing which he alone would be responsible for actions/proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Successful Bidder and shall in no way be made liable to the labourers engaged by the Successful Bidder.

10. **क्षतिपूर्ति खंड/Indemnity Clause:** बोलीदाता भारतीय रिज़र्व बैंक और उसके अधिकारियों, कर्मचारियों, निदेशकों और प्रतिनिधियों को कानूनी खर्चों सहित सभी दावों (तीसरे पक्ष के दावों सहित) कार्यों, नुकसान, क्षति, लागत, खर्च, शुल्क के खिलाफ क्षतिपूर्ति करने और रखने के लिए सहमत है, जिसे आरबीआई पीड़ित हो सकता है या बोलीदाता की ओर से डिफॉल्ट के कारण वहन कर सकता है:

The bidder agrees to indemnify and to keep RBI and its officers, employees, directors and representatives indemnified against all claims (including third party claims) actions, losses, damages, costs, expenses, charges including legal expenses which the RBI may suffer or incur on account of default on the part of bidder due to:

- a) अनुबंध अवधि के दौरान सरकार या अन्य वैधानिक प्राधिकरणों द्वारा जारी लागू कानूनों, विनियमों, दिशानिर्देशों का उल्लंघन; या Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or

b) अनुबंध के नियमों और शर्तों का उल्लंघन या गैर-निष्पादन; या

Breach or non-performance of the terms and conditions of the contract;
or

c) बोलीदाता द्वारा किए गए अभ्यावेदन और वारंटी का उल्लंघन; अथवा

Breach of the representations and warranties made by the bidder; or

d) बोलीदाता द्वारा लापरवाही या कपटपूर्ण कार्य या चूक; या बोलीदाता के कारण कारणों के लिए किसी तीसरे पक्ष।

Negligent or fraudulent act or omission by the bidder; or any third party for reasons attributable to the bidder.

बोलीदाता अपने स्टाफ के किसी भी दावे के प्रति बैंक को क्षतिपूर्ति भी देगा और बोलीदाता का यह कर्तव्य होगा कि वह अपने स्वयं के कार्मिकों/कर्मचारियों को स्पष्ट रूप से सूचित करे कि उनका बैंक के विरुद्ध कोई दावा नहीं होगा और वे आपनी किसी भी सेवा शर्त के संबंध में या अन्यथा बैंक के साथ प्रत्यक्ष और/या अप्रत्यक्ष रूप से कोई औद्योगिक विवाद नहीं उठाएंगे। ।

इसके अलावा, बोलीदाता हर समय बैंक को उन सभी दावों के खिलाफ क्षतिपूर्ति करेगा जो कामगार

The Bidder shall also keep the Bank indemnified against any claim from the staff of the bidder and it shall be the duty of the bidder to clearly inform his own personnel/staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and/or indirectly, with or against the Bank in respect of any of their service conditions or otherwise.

मुआवजा अधिनियम, या उसके तहत नियमों के तहत या किसी भी कानून या किसी भी कानून या इस समझौते के उद्देश्य के लिए अपने रोजगार में किसी भी व्यक्ति द्वारा बनाए गए किसी भी दुर्घटना या चोट के परिणामस्वरूप देय मुआवजे के नियमों के तहत किए जा सकते हैं। बोलीदाता अपने कर्मचारियों को पारिश्रमिक और अन्य देयताओं के साथ-साथ उनके द्वारा किए गए चूक/कमीशन के लिए पूरी तरह से जिम्मेदार होगा।

Further, the bidder shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules thereunder or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The bidder shall be solely

responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.

11. सेवाओं में किसी प्रकार की कमी या किसी शिकायत पर ध्यान न दिए जाने की स्थिति में बैंक सफल बोलीदाता पर निविदा दस्तावेज के भाग IV में उल्लिखित के अनुसार जुर्माना लगा सकता है।

In case of any deficiency in services or any complaint remaining unattended the Bank may impose on the Successful Bidder penalty as contained in Section IV of the tender document.

12. सफल बोलीदाता 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। सफल बोलीदाता 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। संविदाकार 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 न ही उसका खुलासा करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकार द्वारा नियोक्ता को क्षतिपूर्ति किया जाएगा। उपर्युक्त का पालन करने में विफलता को सफल बोलीदाता की ओर से अनुबंध का उल्लंघन माना जाएगा और बैंक अपने विवेक पर अनुबंध को समाप्त करने के अलावा क्षतिपूर्ति का दावा करने और कानूनी कार्रवाई शुरू करने का हकदार होगा।

The Successful Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Successful Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Successful Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Successful Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Successful Bidder shall indemnify

the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Successful Bidder and the Bank shall be entitled to claim damages and pursue legal remedies, apart from termination of contract, at its discretion.

13. सफल बोलीदाता अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित हो सके कि इस अनुबंध के तहत गोपनीय जानकारी के गैर-प्रकटीकरण के दायित्व से पूरी तरह से संतुष्ट हैं। गैर-प्रकटीकरण और गोपनीयता के संबंध में सफल बोलीदाता के दायित्व किसी भी कारण से इस समझौते की समाप्ति या समाप्ति के बाद भी बने रहेंगे। The Successful Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Successful Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

अनुबंध की समाप्ति/TERMINATION OF AGREEMENT

14. यहां उपरोल्लिखित से किसी भी पूर्वाग्रह के बिना, बैंक अपने एकमात्र और पूर्ण विवेक पर, बिना कोई कारण बताए और बिना किसी मुआवजे के भुगतान के इस करार को समाप्त करने का हकदार होगा, यदि
- Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
- a. यदि बैंक की राय में (जिस पर संविदाकार द्वारा प्रश्न नहीं उठाया जाएगा और जो संविदाकार पर बाध्यकारी होगा) संविदाकार इस करार को बैंक की संतुष्टि स्तर तक क्रियान्वित करने में विफल रहता है या कार्य से इनकार करता है, और / अथवा in the opinion of the Bank (which shall not be called in question by the Successful Bidder and shall be binding on the Successful Bidder) the Successful Bidder fails or refuses to implement this agreement to the Bank's satisfaction, and/or

- b. सफल बोलीदाता इस अनुबंध / निविदा के किसी भी नियम और शर्तों का उल्लंघन करता है, और/या
the Successful Bidder commits a breach of any terms and conditions of this agreement / tender, and/or
- c. सफल बोलीदाता को दिवालिया घोषित कर दिया जाता है या उसके द्वारा अपने लेनदारों के साथ अनुबंध कर लिया जाता है या यदि उस पर संकट या निष्पादन या अन्य प्रक्रिया लागू कर दी जाती है या सफल बोलीदाता की आस्तियों या संपत्ति के किसी भाग के लिए रिसीवर नियुक्त कर दिया जाता है, और/या
- d. the Successful Bidder is adjudged an insolvent or a compromise is entered by it with its creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of Successful Bidder, and/or
- e. सफल बोलीदाता किसी भी कारण के चलते इस करार के तहत अपने दायित्वों को पूरा करने के लिए कानूनी रूप से अपात्र हो जाता है /for any reason whatsoever, the Successful Bidder becomes disentitled in law to perform its obligations under this agreement, and/or
- f. यदि संविदाकार बैंक से लिखित में पूर्व अनुमोदन के बिना अपने कारोबार अथवा इसे स्वामित्व/साझेदारी या प्रबंधन में कोई फेरबदल करता है ।
There is any variation in the ownership/partnership or management of the Successful Bidder or its business without the prior approval in writing of the Bank to such variation.

15. किसी भी कारण से अनुबंध समाप्त होने की स्थिति में संविदाकार या उसके द्वारा नियोजित व्यक्ति या एजेंट बैंक से किसी मुआवजे, हर्जाने या अन्य रूप में किसी भी राशि या राशियों को प्राप्त करने का हकदार नहीं होगा।

In the event of termination of this agreement for any reason whatsoever, the Successful Bidder/or persons employed by it or its agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

मध्यस्थता/ARBITRATION

16. यदि इस करार के निर्माण या उसमें निहित किसी बात या इस करार से उत्पन्न किसी विषय या अधिकारों, देनदारियों और कर्तव्यों एवं बाध्यताओं को लेकर इस करार से जुड़े पक्षों के बीच किसी भी समय कोई विवाद, मतभेद या प्रश्न उत्पन्न हो तो उसे माध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के प्रावधानों के तहत मध्यस्थता के लिए भेजा जाएगा और इस संबंध में मध्यस्थ /मध्यस्थ पैनल का निर्णय अंतिम और दोनों पक्षों पर बाध्यकारी होगा। साथ ही, विवाद, मतभेद या प्रश्न यदि कोई हों, के संबंध में ऐसा माना जाएगा कि वे जम्मू में उत्पन्न हुए हैं और उक्त संबंध में निर्णय लेने का अधिकार जम्मू स्थित न्यायालयों के क्षेत्राधिकार में होगा। मध्यस्थता का स्थान जम्मू, राजस्थान, भारत होगा।

If any dispute, difference or question shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/Panel of Arbitrators shall be final and binding on both the parties. Further such disputes, difference or questions, if any, shall be deemed to have arisen at Pune and only courts in Jammu shall have jurisdiction to determine the same. The venue of arbitration shall be Jammu, Rajasthan, INDIA.

That the several parts of this Contract have been read by the Successful Bidder and fully understood by the Successful Bidder.

यदि सफल बोलीदाता साझेदारी में हो या स्वामित्व वाली संस्था हो If the Successful Bidder is a partnership or a proprietary concern	नियोक्ता तथा सफल बोलीदाता ने उपर्युक्तानुसार साक्ष्यों के सम्मुख संविदागत शर्तों पर अपनी अपनी सहमति जताई है तथा करार की तारीख तथा वर्ष को इसकी दो प्रतियाँ तैयार कर उपरोक्तानुसार लिखित रूप में रख ली गई हैं। IN WITNESS WHEREOF the Bank and the Successful Bidder have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
--	---

यदि सफल बोलीदाता एक कंपनी हो If the Successful Bidder is a company	नियोक्ता ने अपने अधिकृत व्यक्ति के माध्यम से सफल बोलीदाता के साथ उपरोक्त शर्तों के अनुसार तथा नियोक्ता तथा अपनी मोहर सहित उक्त करार पर सहमति व्यक्त किया है। इस करार के वर्ष तथा तारीख को ही इसकी एक दूसरी प्रति तैयार कर लिखित रूप में रख ली गई है। IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Successful Bidder 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.
--	---

मैं/हम कर्मचारियों के वेतन का भुगतान एनईएफटी के माध्यम से सीधे उनके बैंक खाते में करने के लिए सहमत और पुष्टि करते हैं तथा यदि हमारी फर्म/कंपनी को उपरोक्त कार्य दिए जाते हैं तो उनके लिए भुगतान एनईएफटी के माध्यम से स्वीकार करते हैं।

I/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their Bank account and also accept the payment in respect of the above works, if awarded to our firm/company, through NEFT.

हस्ताक्षर खंड/Signature Clause:

भारतीय रिज़र्व बैंक, रेल हेड कॉम्प्लेक्स, जम्मू द्वारा श्री..... (नाम और पदनाम) के हाथ से हस्ताक्षरित और सुपुर्द

SIGNED AND DELIVERED by Reserve Bank of India, Railhead complex, Jammu

(Name and Designation)

की उपस्थिति में/In the presence of -

साक्षी/Witnesses -

1. _____

पता/Address _____

2. _____

पता/Address _____

के द्वारा हस्ताक्षरित और सुपुर्द/SIGNED AND DELIVERED BY

—

की उपस्थिति में/In the presence of -

साक्षी/Witness -

1. _____

पता/Address _____

2. _____

पता/Address _____

निदेशक मंडल की दिनांक को हुई बैठक में लिए गए संकल्प के अनुसार निम्नलिखित
की उपस्थिति में की आम मुहर लगाई गई ।

THE COMMON SEAL OF _____

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

—

—

की उपस्थिति में/In the presence of -
साक्षी/Witness -

1. _____
2. _____

If the Successful Bidder निदेशक जिन्होंने निम्नलिखित की उपस्थिति में इन signs under common दस्तावेजों पर निम्नलिखित की उपस्थिति में/ Directors seal, the signature who have signed these presents in token clause should tally with thereof in the presence of the sealing clause in the articles of association.

1. _____

2. _____

यदि अनुबंध पावर ऑफ

एटार्नी (चाहे कंपनी हो या

व्यक्ति) के हाथ से सफल बोलीदाता के द्वारा श्री

हस्ताक्षरित होता है के हाथ से

If the Contract is हस्ताक्षरित और सुपुर्द

SIGNED AND DELIVERED BY -

signed by the hand the Successful Bidder by the hand of

of power of attorney, Shri _____

whether a company or _____

निष्पादन बैंक गारंटी /Performance Bank Guarantee

(जारीकर्ता बैंक के नाम से खरीदे गए उचित मूल्य के गैर-न्यायिक स्टाम्प पेपर पर प्रस्तुत किया जाना है/To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

निष्पादन बैंक गारंटी/Performance Bank Guarantee

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

Place: _____

Date: _____

The Regional Director

Reserve Bank of India,

Railhead Complex

Jammu

Dear Sir,

Name of the work - Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT

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

AND Whereas we, _____ (Name of the Bank), (hereinafter called "the Bank"), are aware that an agreement dated _____ has been executed between the Reserve Bank of India and the contractor and in terms of clause _____ of the said agreement, the contractor is required to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

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

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed the obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we

shall on demand by the RBI, pay without demur to the RBI, an amount that may be demanded by the RBI, subject to a maximum of ₹ _____ only.

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

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

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

5. We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

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

e) The notice demanding payment can be issued by RBI on the following address of the issuing Bank.

i) Postal address

ii) Email address

iii) Facsimile

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

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

Annexure-II

List of Operation and routine maintenance of Central Air Conditioning Plant

Sr. No.	Name of client	year(s) of execution of work (s) awarded	Actual value of executed work(s)	Names including mobile number/email id and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed

* Supporting document shall be furnished.

Place:

Signature and seal of the Bidder Date:

ANNEX II –A

Certificate by Chartered Accountant for Annual Turnover

Year	Turnover Amount in Rupees	Profit after tax Amount in Rupees
2023-24		
2022-23		
2021-22		

Signature of CA with registration No.

CLIENT's CERTIFICATE REGARDING PERFORMANCE OF SUCCESSFUL BIDDER

Name and address of the Client

Details of Works executed by Shri /M/s

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 Bidder employed qualified Supervisor during execution of work?	
11.	i) Quality of work (indicate grading)	Outstanding / Very Good/ Good / Satisfactory / poor
	ii) Amt. of work paid on reduced rates, if any.	
12.	i) Did the Bidder go for arbitration?	
	ii) If yes, total amount of claim	

	iii) Total amount awarded	
13.	Comments on the capabilities of the Bidder.	
	a) Technical proficiency	Outstanding / Very Good/ Good / Satisfactory / poor
	b) Financial soundness	Outstanding / Very Good/ Good / Satisfactory / poor
	c) Mobilization of adequate T & P	Outstanding / Very Good/ Good / Satisfactory / poor
	d) Mobilization of manpower	Outstanding / Very Good/ Good / Satisfactory / poor
	e) General behavior	Outstanding / Very Good/ Good / Satisfactory / poor

Note: All columns should be filled in properly

“Countersigned”

Signature of the
Reporting Officer* with Office
seal

*Officer of the rank of Superintending Engineer or equivalent

FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

(This should be enclosed with tender in an envelope sealed by the Banker)

This is to certify that to the best of our knowledge and information M/s.....-----
----- having address as reproduced below, 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 office

(Signature)
For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Jammu.
2. In case of partnership Successful Bidder, certificate to include names of all partners as recorded with the Bank.

NEFT Details for EMD payment

Name of the Institution: Reserve Bank of India, Jammu

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Jammu
2	Account Number	8714295
3	Type of Account (Savings, Current etc.)	Current
4	NEFT/IFS Code	RBIS0JMPA01 (0=Zero).
5	Name of the Account	RBI Jammu

Annexure – VI

Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by the bidders on their letter head duly sealed and signed by the authorised signatory)

To
Regional Director
Reserve Bank of India
Jammu.

Name of Work: Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu

I/We _____ (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that _____ (Name of the bidder)

- i. Is not from a country sharing land border with India, or
- ii. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. Is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that _____ (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above

referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We _____ (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/We know and understand that, if this Underaking / Declaration / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized
signatory of the Bidder with stamp

Date:

Place:

न्यूनतम मजदूरी और वित्तीय बोली के आधार पर अनुमानित लागत की गणना / Estimated Cost Calculation based on Minimum Wages and Financial Bid

Amount against 'I' (Other charges) and 'K' (Percentage profit) is for illustrative purpose. Contractor are required to quote in percentage against profit and in amount against item 'I' (Other charges).

Profit/other charges as Zero shall be treated as non-responsive bid. Profit can be quoted upto two decimal, but not less than 1.

Minimum wages are calculated based on the wages prescribed by the Central Government with effect from October 01, 2024 for Area B. Any subsequent revisions (increase/decrease) in the minimum wages, statutory components will be paid as and when revised on actual basis. However, the profit/other charges quoted will remain same throughout the contract period and during renewal also. Bonus part shall be paid to all employee every month along with salary.

Calculation for AMC Tender based on Minimum Wages						
Sr. No.	Employees	A Skilled/Semi-skilled/unskilled	B Number of Employee	C Minimum Wages Act 1948 as per April 2024	D Working days per annum (Considering 365 days in year and 52 weekoff)	Amount (in Rs.)
A	Electrician	Skilled	1	893	313	2,79,509.00
B	Helper	Semi skilled	2	760	313	4,75,760.00
C	Total Basic Wages Per Annum					7,55,269.00
D	Bonus @ 8.33% on C					62,914.00
E	PF contribution of the skilled person @13% of A or ₹15000 whichever is less					23,400.00
F	PF contribution of the semi-skilled person @13% of B or ₹15000 whichever is less					46,800.00
G	ESIC @3.25% on C					24,546.00
H	Total with BONUS, PF and ESIC (C+D+E+F+G)					9,12,929.00
I	Per annum Cost towards uniform, safety shoes, maintenance equipment and consumables, tools, insurance, charges other than wages and statutory payment					50,000.00
J	Total cost of work per annum without contractor profit					9,62,929.00
K	Total cost of work with contractor profit per annum (lets say profit @15 % for J)					11,07,368.35
	Charges for the descaling of the AHU and the AC plant (Once in Year)					3,00,000.00
L	Servicing/maintenance, Inspection charges of the chiller plant & its components as per the scope of work. (per annum)					2,50,000.00
M	Total Contract Value Estimate for 12 months inclusive GST @18%					19,55,695.00

This is for illustration purpose. The actual work order cost will be calculated based the minimum wages and the actual profit and inspection/maintenance charges quoted at time of issue of work order.

वित्तीय बोली का प्रारूप: (उदाहरण के लिए) / Financial Bid Format: (Illustration purpose)

ठेकेदारों को सलाह दी जाती है कि वे भाग-I में उल्लिखित शर्तों और कार्य के विस्तृत दायरे की पुष्टि करने के बाद ही साइट का दौरा करके अपनी दरें उद्धृत करें।

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

Part II (Price Bid)			
Tender for Operation and routine maintenance of Central Air Conditioning Plant at Bank's Office Building, Jammu			
Name of Firm			
S.NO	Description of items	Per annum	Amount (Inclusive of GST)
1	Total charges inclisive of wages, PF ESIC, Bonus (without GST).	1	₹ 9,12,929.00
2	Other Charges Per annum (Cost towards uniform, safety shoes, maintenance equipment and consumables, mobile phones with annual recharge, tools,insurance, charges other than wages and stuatutory payment if any etc. (without GST)	1	₹ 50,000.00
3	Over head profit on above in percentage	7.00	₹ 10,30,334.03
4	Charges for the descaling of the AHU and the AC plant (Once in Year)	1	₹ 3,00,000.00
5	Inspection/maintenance charges of the chiller plant and it's compenanets.	1	₹ 2,50,000.00
Total cost			₹ 18,64,794.16

Fill only the green highlighted field in MSTC portal.

For Example: If firm quote other charges = ₹50,000/-, Charges for the descaling of the AHU and the AC plant = ₹3,00,000/- Inspection charges as ₹2,50,000/- and profit as 7%

Total Cost= {₹9,12,929 + ₹50,000 + (0.07X (₹9,12,929 + ₹50,000) + ₹3,00,000 + ₹2,50,000} X1.18= ₹18,64,794.16/-

A. GST will be paid as applicable. Here we have taken @18%

B. Percentage profit, any other charges can be quoted upto 2 decimal. Percentage profit less than 3% is not allowed.

C. Other Charge/Charges for descaling/Inspection maintenance charges of the AHU and the AC plant/inspection charges as '0' (Zero), 0.10, 0.50, 0.99, etc., will be treated as invalid.