



बैंक की आवासीय और कार्यालय संपत्तियों में मुंबई में मौजूद विभिन्न "अग्निशामक" के रखरखाव और पुनः भरने के लिए व्यापक वार्षिक रखरखाव अनुबंध (CAMC)

संपदा कार्यालय, मुंबई क्षेत्रीय कार्यालय, भारतीय रिजर्व बैंक पात्र ठेकेदारों से उपरोक्त कार्य के लिए खुली ई-निविदाएं आमंत्रित करता है। निविदा की अनुसूची इस प्रकार है:

1. ई-निविदा संख्या	आरबीआई/मुंबई क्षेत्रीय कार्यालय/संपदा/18/25-26/ईटी/125
2. निविदा का माध्यम	ई-खरीद प्रणाली (www.mstcecommerce.com/eprocn के माध्यम से ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली)
3. कार्य की अनुमानित लागत	27 लाख रु
4. पार्टियों द्वारा डाउनलोड किए जाने के लिए उपलब्ध एनआईटी की तारीख (निविदा समय देखें)	23 मई 2025 सायं 6:00 बजे से
5. पूर्व-अर्हता दस्तावेज़ जमा करने की नियत तिथि	02 जुलाई 2025 दोपहर 2.00 बजे तक
6. बोली-पूर्व बैठक	ऑफ़लाइन माध्यम से 20 जून 2025 को सुबह 11.30 बजे , संपदा कार्यालय, दूसरी मंजिल, मुख्य भवन, मुंबई क्षेत्रीय कार्यालय, फोर्ट, मुंबई: 400001 में
7. बयाना राशि	i) 02 जुलाई 2025 को दोपहर 2:00 बजे या उससे पहले एनईएफटी/डीडी या बीजी के रूप में 54,000/- रुपये (केवल चौवन हजार रुपये)। डीडी क्षेत्रीय निदेशक, मुख्य कार्यालय भवन, भारतीय रिजर्व बैंक, फोर्ट, मुंबई -400001 के नाम से संबोधित सीलबंद लिफाफे में जमा किया जाना चाहिए ताकि वह संपदा कार्यालय, दूसरी मंजिल, मुख्य कार्यालय भवन, भारतीय रिजर्व बैंक, फोर्ट, मुंबई-400001 को निर्धारित समय के भीतर पहुंच सकें। ii) एनईएफटी विवरण: खाता संख्या – 04861436206 आईएफएससी कोड - RBISOMBPA04
8. बयाना राशि जमा करने की अंतिम तिथि	02 जुलाई 2025
9. www.mstcecommerce.com/eprocn पर ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि	23 मई 2025 सायं 6:00 बजे से

10. तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	02 जुलाई 2025 दोपहर 2:00 बजे तक
11. भाग-I (तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय	02 जुलाई 2025 दोपहर 2:30 बजे भाग-II मूल्य बोली: भाग II अर्थात मूल्य बोली खोलने की तिथि अलग से सूचित की जाएगी
12. लेनदेन शुल्क	रु. 1,350.00/- प्लस जीएसटी @ 18% का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे/एनईएफटी/आरटीजीएस के माध्यम से किया जाना है।

बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है। भविष्य में निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि कोई हो, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा।



भारतीय रिज़र्व बैंक
Reserve Bank of India

E- Tender for Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai.

Reserve Bank of India invites online open e-tenders from Original Equipment Manufacturers or their authorized Channel partners / integrators for the captioned work. Online Tenders will be available to view / download for all firms from **6:00 PM on May 23, 2025.**

2. The e-tender is to be submitted through the website www.mstcecommerce.com/eprocn. The work is estimated to cost **₹27 Lakh** (Rupees Twenty Seven Lakh Only) which includes Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai and the contract period is for 1 year.
3. Only those contractors who have minimum 5 years of experience in carrying out similar nature of works viz. Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of “Fire Extinguishers” are eligible to participate in the tender. The similar work which includes Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of “Fire Extinguishers” should have been completed on or before April 30, 2025.

The intending bidder must have executed successfully “Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of “Fire Extinguishers” during last five years ending on April 30, 2025 as under:

(a) Three works each costing not less than 40% of ₹ 27 Lakh

OR

(b) Two works each costing not less than 50% of ₹27 Lakh

OR

(c) One work costing not less than 80% of ₹ 27 Lakh during last 5 years

AND

- (d) Have a minimum yearly turnover of ₹27 Lakh during the last 3 years supported by audited financial statements.

AND

- (e) Should furnish Banker's certificate (solvency certificate) issued by the Applicant's banker specifically for the work, for an amount of ₹27 Lakh

AND

- (f) Have a service set up in Mumbai for rendering after sales service.

4. All PQ documents shall be mandatorily uploaded on MSTC portal before the due date i.e., July 02, 2025, till 2:00 PM. The following information along with relevant documents shall be submitted to satisfy the Bank about their eligibility for participating in the tendering process.

A	Composition of the firm/organization	<p>Details of Registration of the firm/organisation-whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Cooperative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>The Bidder should have valid Goods and Service Tax registration</p>	<p>Bidder should fill up information in <u>Format 1 and Format 1A</u> annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate.</p> <p>(ii) Copy of the Articles of Association/ Power of Attorney/other relevant document</p> <p>(iii) Copy of Goods and Service Tax registration certificate</p> <p>(iv) Details of registration of labour along with EPF and ESI documents if any.</p>
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B	Duration of past Experience	<p>The bidder should have minimum 5 years of experience of executing similar work/s*. Bidder shall submit the documentary evidence in support of minimum experience of 5 years (i.e. the bidder should have undertaken similar work/s* prior to 30-04-2025</p>	<p>(i) Bidder should fill up the information in Format 2 annexed hereto indicating client-wise names of similar work(s), awarded and actual cost(s), completion date stipulated in contract and actual dated of completion date, etc. and should submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work/s * viz. copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii) Bidder should also fill up the information about similar work/s* on hand in the Format 2A annexed hereto and should submit along with details of items of work, issued by the client(s) for the work/s in progress.</p>
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			(ii)The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.
C	Minimum value of each completed similar work/s (qualifying) during specified period	<p>The bidder should have experience of successfully completed similar work/s * during last 5 years ending on 30-04-2025 should be either of the following:</p> <p>i) Three completed similar works * each costing not less than the amount equal to <u>₹ 10.80 Lakh</u></p> <p>or</p> <p>ii)Two completed similar works *each costing not less than the amount equal to <u>₹ 13.50Lakh</u></p> <p>or</p> <p>iii) One completed similar work * each costing not less than the amount equal to <u>₹21.60 Lakh</u></p>	<p>Bidder should fill up the informations in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s *.</p> <p>(i)Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii)Client certificate/s for each of the qualifying work as per the Format 3A annexed hereto.</p>

D	Annual financial turnover	Bidder should have had an annual financial turnover of amount equal to ₹ 27 Lakh or more per year during the last 3 financial years, ending on 31 st March 2025.	<p>Bidder should fill up the information in Format 4 annexed hereto and submit along with the following documents</p> <p>(i) Copies Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred in the Format 4.</p> <p>Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness</p>
E	Solvency	Should furnish solvency certificate issued by the bidder's Banker specifically for the purpose of work for an amount equal to ₹ 27 Lakh .	<p>(i) Bidder should submit solvency certificate issued by their Banker.</p> <p>(ii) Bidder should also submit Banker's certificate as per Format 5 annexed hereto from their Banker.</p> <p>(iii) Names and addresses of Bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.</p>
F	Electrical contractor License		Electrical contractor license issued by the PWD/ competent authority shall be furnished.

G	Maharashtra state fire services department license i.e.,		Local Authority /competent authority shall be furnished
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6. Price bid will be opened for the bidders who qualify the above PQ criteria. A tender submitted by the firm who is not found to be satisfying the above criteria will be liable for rejection.
7. A pre-bid meeting will be held at **11.30 AM on June 20, 2025** at the office to discuss/clarify anything about the tender. All the eligible tenderers are advised to be present and study the tender documents.
8. The tenderers shall pay as Earnest Money a sum of **₹54,000/- (Rupees Fifty Four Thousand Only)** by NEFT/ Demand Draft/ Bank Guarantee in favor of RBI -Mumbai, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. The last date of submission EMD is **July 02, 2025 till 2:00 PM.**
9. E-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and submit their consent online for these conditions and Part II containing prices only within **July 02, 2025 till 2:00 PM.** While e-tender Part I will be opened on the **same day at 2:30 PM.** Part II will be opened on a subsequent date, which will be intimated to the eligible tenderers.
10. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tenders. The Bank also reserves the right to reject any or all the tenders without assigning any reason, thereof.

SCHEDULE OF TENDER (SOT)

1. e-Tender No.	RBI/Mumbai Regional Office/Estate/18/25-26/ET/125
2. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through (www.mstcecommerce.com/eprocn/))
3. Estimated cost of the work	Rs.27 Lakhs
4. Date of NIT available to parties to download (View Tender Time)	May 23, 2025, from 6:00 PM onwards
5. Last date of submission of PQ documents (PQ documents are to be uploaded on MSTC.)	July 02, 2025, till 2:00 PM
6. Pre-Bid meeting	Offline 11.30 AM on June 20, 2025, at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai: 400001
7. Earnest Money Deposit	Rs.54,000.00 by NEFT/ DD or in the form of BG on or before 2:00 PM on July 02, 2025. The DD shall be submitted in sealed cover addressed by name to The Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai - 400001 so as to reach Estate Office, Fort, Mumbai-400001 within the prescribed time. ii) NEFT Details: A/c No – 04861436206 IFS CODE – RBIS0MBPA04
8. Last date of submission of EMD	July 02, 2025
9. Date of Starting of e-Tender for submission of online Techno-	May 23, 2025, from 6:00 PM onwards

Commercial bid and Price bid at www.mstcecommerce.com/eproc	
10. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	July 02, 2025, till 2:00 PM
11. Date and time of opening of Part-I (Techno-commercial bid)	July 02, 2025, at 2:30 PM Part-II Price Bid: Date of opening Part II i.e., price bid shall be informed separately
12. Transaction Fee	Rs.1,350.00 plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.

RESERVE BANK OF INDIA
ESTATE OFFICE
FORT, MUMBAI 400 001

E-TENDER

FOR

Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai.

Issued to: _____

Last date for submission of E-Tender: July 02, 2025

1. E-Tenders are invited for **Comprehensive** Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai from the firms, who are having valid license issued by ‘Mumbai Fire Authorities’ in the form of Form “B”, will only be eligible for participating in the E-Tender process. **E-Tender will be issued only to those firms who are having valid license for issuing form ‘B’ certificate.**

The details of work are as follows.

- | | | |
|----|--|--|
| a) | Name of work : | Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai |
| b) | Estimated cost of the work (Incl. GST) | ₹27 Lakh
(For AMC work only as mentioned in I-1 in Price Bid): |
| c) | EMD/retention Money if any | ₹54,000/- |

The E-Tenders shall be addressed to Regional Director, Reserve Bank of India, Estate Office, 2nd Floor, Main Office Building, Fort, Mumbai-400001 and submitted in MSTC portal not later than 02.00 PM on July 02, 2025.

2. The Technical bid will be opened on the last date of submission of bid at 2:30 PM. Date of opening of price-bid will be intimated to the participants thereafter. The E-Tenders shall be valid for a period of 3 months from the date of opening of price-bid of the E-Tender.

3. The rates quoted shall be inclusive of all the taxes, duties etc. levied by the state/ Central Govt except applicable GST. GST shall be added at last for arriving the total amount.

4. **The Bank reserves the right to reject or accept any or part of E-Tenders. Also, please note that Bank does not bind to accept the QRO rates of lowest bidder.**

5. The E-Tenders shall be submitted only in the forms supplied by the Bank duly signed by the authorized representative of the bidder.

6. All disputes, difference and question whatsoever, which shall arise between the parties during the continuance of the contract or afterwards touching any clause or matter herein contained shall be referred to the sole arbitrator and shall be settled in accordance with the provisions of arbitration and conciliation Act 1996 or any statutory modification thereof.

8. The Contractors shall refer to [Annexure B](#) of price bid, which indicates quantum, location and types of various fire extinguisher existing in the office/Residential

premises. The item wise rate shall be quoted in the schedule of Quantities referred as (Price Bid) of E-Tender as per the given schedule.

Place:

Signature of bidder with name & seal

Date:

Address:

E -mail:

Phone:

Schedule of Tender

1. e-Tender No.	RBI/Mumbai Regional Office/Estate/18/25-26/ET/125
2. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through (www.mstcecommerce.com/eprocn/))
3. Estimated cost of the work	Rs.27 Lakhs
4. Date of NIT available to parties to download (View Tender Time)	May 23, 2025, from 6:00 PM onwards
5. Last date of submission of PQ documents (PQ documents are to be uploaded on MSTC.)	July 02, 2025, till 2:00 PM
6. Pre-Bid meeting	Offline 11.30 AM on June 20, 2025, at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai: 400001
7. Earnest Money Deposit	Rs.54,000.00 by NEFT/ DD or in the form of BG on or before 2:00 PM on July 02, 2025. The DD shall be submitted in sealed cover addressed by name to The Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai - 400001 so as to reach Estate Office, Fort, Mumbai-400001 within the prescribed time. ii) NEFT Details: A/c No – 04861436206 IFS CODE – RBIS0MBPA04
8. Last date of submission of EMD	July 02, 2025
9. Date of Starting of e-Tender for submission of online Techno-Commercial bid and Price bid at	May 23, 2025, from 6:00 PM onwards

www.mstcecommerce.com/eprocn	
10. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	July 02, 2025, till 2:00 PM
11. Date and time of opening of Part-I (Techno-commercial bid)	July 02, 2025, at 2:30 PM Part-II Price Bid: Date of opening Part II i.e., price bid shall be informed separately
12. Transaction Fee	Rs.1,350.00 plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

Pre-Qualification Criteria

1. All the Relevant papers (as mentioned below) shall be mandatorily uploaded on MSTC site and same will be downloaded at the time of opening Part-I of tender for examination by the Bank.
 - i. The intending tenderer must have **Directorate of Maharashtra fire services authorities valid license and experience** in Similar works such as Maintenance of Fire Extinguishers for office buildings/residential premises. The contractors should have Fire Authorities valid license minimum up to the contract period and submit the required documents along with the Tender Part-I.
 - ii. The intending tenderer must have executed successfully the Maintenance of Fire Extinguishers during last five years ending on **April 30, 2025** must submit the documentary evidences.
 - iii. Should have service setup at the place of proposed work i.e. in **Mumbai** for rendering maintenance services.
 - iv. Should have valid license copy issued by Maharashtra Fire Services.
 - v. **The following documents must be uploaded on MSTC website as Part-I of tender.** The firms which do not comply with the following terms and do not submit EMD, will not be considered for opening of their Part-II of tender.

E- Tender for Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai.

Reserve Bank of India invites online open e-tenders from Original Equipment Manufacturers or their authorized Channel partners / integrators for the captioned work. Online Tenders will be available to view / download for all firms from **6:00 PM on May 23, 2025.**

2. The e-tender is to be submitted through the website www.mstcecommerce.com/eprocn. The work is estimated to cost **₹27 Lakh** (Rupees Twenty Seven Lakh Only) which includes Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai and the contract period is for 1 year.
3. Only those contractors who have minimum 5 years of experience in carrying out similar nature of works viz. Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of “Fire Extinguishers” are eligible to participate in the tender. The similar work which includes Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of “Fire Extinguishers” should have been completed on or before April 30, 2025.
The intending bidder must have executed successfully “Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of “Fire Extinguishers” during last five years ending on April 30, 2025 as under:

(a) Three works each costing not less than 40% of ₹ 27 Lakh

OR

(b) Two works each costing not less than 50% of ₹27 Lakh

OR

(c) One work costing not less than 80% of ₹ 27 Lakh during last 5 years

AND

(d) Have a minimum yearly turnover of ₹27 Lakh during the last 3 years

supported by audited financial statements.

AND

(e) Should furnish Banker's certificate (solvency certificate) issued by the Applicant's banker specifically for the work, for an amount of ₹27 Lakh

AND

(f) Have a service set up in Mumbai for rendering after sales service.

4. All PQ documents shall be mandatorily uploaded on MSTC portal on or before July 02, 2025, before 2:00 PM.
5. The following information along with relevant documents shall be submitted to satisfy the Bank about their eligibility for participating in the tendering process.

A	Composition of the firm/organization	<p>Details of Registration of the firm/organisation-whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Cooperative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>The Bidder should have valid Goods and Service Tax registration</p>	<p>Bidder should fill up information in Format 1 and Format 1A annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate.</p> <p>(ii) Copy of the Articles of Association/ Power of Attorney/other relevant document</p> <p>(iii) Copy of Goods and Service Tax registration certificate</p> <p>(iv) Details of registration of labour along with EPF and ESI documents if any.</p>
B	Duration of past Experience	<p>The bidder should have minimum 5 years of experience of executing similar work/s*. Bidder shall submit the documentary evidence in support of minimum experience of 5 years (i.e. the bidder should</p>	<p>(i) Bidder should fill up the information in Format 2 annexed hereto indicating client-wise names of similar work(s), awarded and actual cost(s), completion date stipulated in contract and actual dated of completion date, etc. and should submit along with the documentary evidence as proof of</p>

		<p>have undertaken similar work/s* prior to 30-04-2025</p>	<p>minimum 5 years of experience of completed similar work/s * viz. copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii) Bidder should also fill up the information about similar work/s* on hand in the Format 2A annexed hereto and should submit along with details of items of work, issued by the client(s) for the work/s in progress.</p> <p>(ii)The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.</p>
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C	Minimum value of each completed similar work/s (qualifying) during specified period	<p>The bidder should have experience of successfully completed similar work/s * during last 5 years ending on 30-04-2025 should be either of the following:</p> <p>i) Three completed similar works * each costing not less than the amount equal to <u>₹ 10.80 Lakh</u> or</p> <p>ii) Two completed similar works * each costing not less than the amount equal to <u>₹ 13.50Lakh</u> or</p> <p>iii) One completed similar work * each costing not less than the amount equal to <u>₹21.60 Lakh</u></p>	<p>Bidder should fill up the informations in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s * .</p> <p>(i)Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii)Client certificate/s for each of the qualifying work as per the Format 3A annexed hereto.</p>
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D	Annual financial turnover	Bidder should have had an annual financial turnover of amount equal to ₹ 27 Lakh or more per year during the last 3 financial years, ending on 31 st March 2025.	<p>Bidder should fill up the information in Format 4 annexed hereto and submit along with the following documents</p> <p>(i) Copies Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred in the Format 4.</p> <p>Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness</p>
E	Solvency	Should furnish solvency certificate issued by the bidder's Banker specifically for the purpose of work for an amount equal to ₹ 27 Lakh .	<p>(i) Bidder should submit solvency certificate issued by their Banker.</p> <p>(ii) Bidder should also submit Banker's certificate from their Banker.</p> <p>(iii) Names and addresses of Bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.</p>
F	Electrical contractor License		Electrical contractor license issued by the PWD/ competent authority shall be furnished.

G	Maharashtra state fireservices department license i.e.,		Local Authority /competent authority shall be furnished
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6. Price bid will be opened for the bidders who qualify the above PQ criteria. A tender submitted by the firm who is not found to be satisfying the above criteria will be liable for rejection.
7. A pre-bid meeting will be held at **11.30 AM on June 20, 2025** at the office to discuss/clarify anything about the tender. All the eligible tenderers are advised to be present and study the tender documents.
8. The tenderers shall pay as Earnest Money a sum of **₹54,000/- (Rupees Fifty Four Thousand Only)** by NEFT/ Demand Draft/ Bank Guarantee in favor of RBI -Mumbai, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. The last date of submission EMD is **July 02, 2025 till 2:00 PM.**
9. E-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and submit their consent online for these conditions and Part II containing prices only within **July 02, 2025 till 2:00 PM.** While e-tender Part I will be opened on the **same day at 2:30 PM.** Part II will be opened on a subsequent date, which will be intimated to the eligible tenderers.
10. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tenders. The Bank also reserves the right to reject any or all the tenders without assigning any reason, thereof.

FORM OF TENDER

**The Regional Director Reserve
Bank of India Mumbai
Regional Office, 2nd Floor
Estate Office Fort, Mumbai-
400001**

Sir,

Tender for Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different "Fire Extinguishers" provided in Bank's residential & office properties in Mumbai

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 **Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different "Fire Extinguishers" provided in Bank's residential & office properties in Mumbai** at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender and conditions of contract attached hereto.

Memorandum

(a)	Description of work		Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different "Fire Extinguishers" provided in Bank's residential & office properties in Mumbai
(b)	Earnest Money (Rs.)	:	₹54,000/-
(c)	Performance Guarantee	:	Bank Guarantee from any scheduled Bank for an amount equal to 10% of the Contract Amount
(d)	Percentage, if any, to be deducted from each bill	:	NIL
(e)	Contract Period	:	One Year

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 Part-I and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We agree to keep the EMD or Bank Guarantee towards EMD valid during the entire period of validity of tender. 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

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

1. 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.

Dated thisday of..... 2024

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed).

Witnesses (1) _____
Signature with name, address and date _____

Witness (2) _____
Signature with Name, address and date _____

ARTICLES OF AGREEMENT

<p>यह करार की शर्तें मुंबई में को एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय मुंबई में है (इसके पश्चात जिसे नियोक्ता कहा गया है) और दूसरा पक्ष है (जिसे इसके बाद ठेकेदार कहा गया है) के बीच हुआ है।</p>	<p>ARTICLES OF AGREEMENT made the day of between the Reserve Bank of India having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and..... (hereinafter called "the Contractor") of the other part.</p>
<p>जबकि नियोक्ता बैंक की आवासीय और कार्यालय संपत्तियों में मुंबई में विभिन्न "अग्निशामक यंत्रों" के रखरखाव और भरण के लिए व्यापक वार्षिक रखरखाव अनुबंध (CAMC) काम करवाने का इच्छुक है और उसने किए जाने वाले कार्यों का वर्णन करने वाले चित्र और विनिर्देश तैयार किए हैं।</p> <p>और जबकि उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।</p> <p>और जबकि ठेकेदार यहाँ तय की गई शर्तों, विशेष शर्तों में उल्लिखित शर्तों तथा संविदा की शर्तों एवं मात्राओं की अनुसूची में बताई गई शर्तों पर (उक्त सभी को आगे सामूहिक रूप से " उक्त शर्तें" कहा जाएगा), उक्त ड्रॉविंग (रेखाचित्र) में दर्शाए और / या उक्त विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद " उक्त ठेका राशि" के रूप में संदर्भित किया जाएगा") के अधीन कार्य करने के लिए सहमत है।</p>	<p>WHEREAS the Employer is desirous of carrying out the work of Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different "Fire Extinguishers" provided in Bank's residential & office properties in Mumbai and has caused drawings and specifications describing the works to be done.</p> <p>AND WHEREAS the said drawings, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.</p> <p>AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").</p>
<p>अब यहाँ से इस प्रकार सहमति बनी है</p>	<p>NOW IT IS HEREBY AGREED AS FOLLOWS:</p>
<p>उक्त संविदा राशि के प्रतिफल में, जो कि इस करार में तय तरीके और समय के अनुसार भुगतान की</p>	<p>In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall</p>

जाएगी, ठेकेदार द्वारा उक्त रेखाचित्रों में दर्शाए गए एवं उक्त विशिष्टताओं तथा मात्राओं की अनुसूची में वर्णित अनुसार काम को पूरा करना होगा एवं शर्तों को कार्यान्वित करना होगा।	upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
नियोक्ता ठेकेदार को संविदा राशि या ऐसी अन्य राशि जो देय हो, का शर्तों में उल्लेखित माध्यम अनुसार और उचित समय पर भुगतान करेगा।	The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
उक्त शर्तों में "वास्तुकार" शब्द से इस संविदा के तहत नवीनीकरण कार्यों की वास्तु योजना और डिजाइनिंग आदि बनाने वाला 'वास्तुकार' अभिप्रेत होगा।	The term "Architect" in the said conditions shall mean 'Architect' for the purpose of architectural planning & designing etc. of the Renovation works under this contract.
भारतीय रिज़र्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों, शर्तों और पूर्वापेक्षाओं के कार्यान्वयन के लिए सीधे व्यवस्था और प्रबंध करेगा।	The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
यहाँ उल्लिखित शर्तें और विभिन्न अनुसूचियों को इस करार के भाग के रूप में पढ़ा और समझा जाएगा और यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तों द्वारा बंधे हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त शर्तों में उल्लेखित अनुसार अपनी ओर से करार का निष्पादन करेंगे।	The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा का आधार बनाएँगे	The agreement and documents mentioned herein shall form the basis of this Contract.
यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही टुकड़ा कार्य संविदा है, बैंक की आवासीय और कार्यालय संपत्तियों में मुंबई में विभिन्न "अग्निशामक यंत्रों" के रखरखाव और भरण के लिए व्यापक वार्षिक रखरखाव अनुबंध (CAMC) में कार्य करने की संविदा है। दरों और संभावित मात्राओं की अनुसूची में निहित दर पर या उक्त शर्तों में प्रदान की गई दर पर वास्तविक मापी गई मात्रा के अनुसार भुगतान किया जाना है।	This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different "Fire Extinguishers" provided in Bank's residential & office properties in Mumbai To be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत	The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and

इन्स्टालेशन, फिटिंग, एयर कंडीशनिंग और अन्य संबंधित कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुनः ठीक करेगा।	fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
नियोक्ता के पास इस संविदा के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए रखकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार सुरक्षित है।	The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same arrived out without prejudice to this contract.
ठेकेदार एतद्वारा कार्य अवार्ड पत्र की तिथि के से काम शुरू करने और 1 वर्ष के भीतर पूरे काम को पूरा करने के लिए सहमत है, फिर भी समय विस्तार के प्रावधानों के अधीन। समय का विस्तार लिखित रूप में ऐसे फॉर्म द्वारा किया जा सकता है अर्थात् समझौते के एकविलेख के माध्यम से या पत्रों -ई / जैसा कि पार्टियों (प्रदान के माध्यम से-मेल के आदान द्वारा पारस्परिक रूप से तय किया जा सकता है। समय को इस अनुबंध का सार माना जाएगा।	The contractor hereby agrees to commence the work from of date of work award letter and to complete the entire work within 1-year subject nevertheless to the provisions for extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/e-mails) as may be mutually decided by the parties. Time shall be considered as the essence of this Contract.
इस संविदा के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे।	All payments by the Employer under this Contract will be made only at Mumbai
इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई स्थित न्यायालय के अधिकार क्षेत्र में होगा।	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
यह कि इस संविदा के सभी अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अनुदेशों के तहत आदेश नहीं दिया जाता है।	That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.
ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से उसको मिली किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं	The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or

<p>करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी क्षेत्र में किए गए कार्य या तकनीकी पेपर या अन्य जगहों पर किए गए कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा न उजागर करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से संविदा को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा।</p> <p>ठेकेदार यह सुनिश्चित करने के लिए की इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व का पूरी तरह से पालन हो रहा है, अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या खात्मे के बावजूद बने रहेंगे।</p>	<p>knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.</p> <p>The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.</p> <p>The Contractor's obligations with respect to non-disclosure and confidentiality will Survive the expiry or termination of this agreement for whatever reason.</p>
<p>15. कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड</p> <p>ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णतः जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही किया जाना सुनिश्चित करेगा।</p>	<p>15. <u>Clause of Prevention of Sexual Harassment at Work place: -</u></p> <p>a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.</p>

<p>बी) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।</p> <p>सी.) यदि फर्म के कर्मचारी किसी भी घटना में शामिल पाये जाते हैं तो किसी भी मौद्रिक क्षतिपूर्ति के लिए फर्म जिम्मेदार होगी, जिसे भुगतान करना पड़ सकता है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है।</p> <p>डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।</p> <p>ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अद्यतित सूची उपलब्ध कराएगा।</p>	<p>b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.</p> <p>c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.</p> <p>d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>
<p>16. गैर-प्रकटीकरण खंड: ठेकेदार इस करार के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान में प्रत्यक्ष या अप्रत्यक्ष रूप से आए बैंक के बुनियादी ढांचे/सिस्टम/उपकरण आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा किसी तीसरे पक्ष को नहीं करेगा और उसके द्वारा इसे हर समय अत्यंत गोपनीय रखा जाएगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, सिवाय इस सीमा तक जो इस करार के तहत दायित्वों को पूरा करने या लागू कानूनों का अनुपालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी व्यापार या तकनीकी पेपर या अन्यत्र कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए ठेकेदार नियोक्ता को क्षतिपूर्ति देगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और</p>	<p>16. Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the</p>

<p>नियोक्ता नुकसान का दावा करने और कानूनी उपाय अपनाने का हकदार होगा। ठेकेदार यह सुनिश्चित करने के लिए कि इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व पूरी तरह से संतुष्ट हों, अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या ख़ात्मे के बावजूद बने रहेंगे।</p>	<p>Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
<p>17. न्यूनतम मजदूरी अधिनियम : ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, उसका भुगतान ठेकेदार द्वारा बैंक पर किसी दावे के बगैर किया जाएगा।</p>	<p>17. <u>Minimum Wages Act:</u> - Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.</p>
<p>18. कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले शिष्टाचार, बचाव उपाय और सुरक्षा मानदंड : ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफाज़ती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइज़र का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, संबंधित श्रमिकों की केवल कार्य स्थल तक आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भुगतान से वसूल किया जा सकता है।</p>	<p>18. <u>Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed:</u> The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand gloves, movement of the workers only pertaining to the work place, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P & SO, which may be recovered from the payment due to the contractors._</p>
<p>19. ठेकेदार द्वारा किसी चूक के कारण संविदा की समाप्ति के मामले में ठेकेदार से वसूल की जाने वाली क्षतिपूर्ति : यदि कार्य/संविदा के पूरा होने से पहले किसी भी पक्ष द्वारा संविदा को समाप्त कर दिया जाता है तो यह माना जाता है कि, ठेकेदार निर्धारित समय अवधि और स्वीकृत विस्तार अवधि में उपर्युक्त कार्य को पूरा करने में विफल रहे हैं। बचा हुआ या शेष कार्य सीधे</p>	<p>19. <u>Compensation to be recovered from the Contractors in case of default on account of termination of contract:</u> If the contract is terminated from either of the party before completion of work/contract, it is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out</p>

<p>बैंक द्वारा ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि होगी। यह जोखिम और लागत राशि जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है, ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गारंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभूति जमा (ईएमडी और आरएमडी) इसके अतिरिक्त सभी संपदा कक्षों / कार्यालय यानी संपदा कार्यालय, फोर्ट, मुंबई, भायखला कक्ष, बीकेसी कक्ष इत्यादि में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसूल की जाएगी।</p>	<p>directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc.</p>
<p>इसके साक्ष में, नियोक्ता और ठेकेदार ने अपने इन विलेखों के लिए अपने भाग निर्धारित किए हैं एवं दो प्रतियों सहित इस मूल दस्तावेज़ पर इससे पूर्व उल्लिखित दिन और वर्ष के दिन अपने हस्ताक्षर किए हैं। (यदि ठेकेदार एक साझेदारी या व्यक्तिगत स्वामित्व है)</p> <p>इसके साक्ष में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं और हस्ताक्षर किए हैं और ठेकेदार ने कथित मूल प्रति एवं दो प्रतियों पर अपना आम मुहर लगाया है / या उसकी ओर से विधिवत अधिकृत अधिकारी के माध्यम से इससे पूर्व उल्लिखित दिन और वर्ष को इस मूल प्रति एवं दो प्रतियों पर हस्ताक्षर कर निष्पादित किया गया। (यदि ठेकेदार एक कंपनी है)</p>	<p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual)</p> <p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written. (If the Contractor is a Company)</p>
<p>भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और वितरित</p>	<p>SIGNED AND DELIVERED by the Reserve Bank of India by the hand of</p>
<p>श्री _____ के द्वारा</p>	<p>Shri _____</p>

(नाम और पदनाम)	(Name and Designation)
इनकी उपस्थिति में - In the presence of
साक्षी -	Witnesses –
1. _____	1. _____
पता:	Address:
2. _____	2. _____
पता:	Address:
यदि पक्ष साझेदारी फर्म या व्यक्तिगत स्वामी है, तो सभी के द्वारा या सभी भागीदारों की तरफ से हस्ताक्षरित होना चाहिए	If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.
<p>.....</p> <p>के द्वारा हस्ताक्षरित और वितरित किया गया।</p> <p>साक्षी</p> <p>1).....</p> <p>पता</p> <p>.....</p> <p>.....</p> <p>2)</p> <p>पता</p> <p>.....</p> <p>.....</p>	<p>SIGNED AND DELIVERED BY</p> <p>.....</p> <p>Witnesses –</p> <p>1).....</p> <p>Address</p> <p>.....</p> <p>2)</p> <p>Address</p> <p>.....</p> <p>.....</p>

<p>दिनांक को आयोजित बैठक में निदेशक मण्डल द्वारा पारित संकल्प के अनुसरण में आम मुहर यहाँ लगाई जाती है।</p> <p>इनकी उपस्थिति में</p> <p>(1)</p> <p>.....</p> <p>(2)</p> <p>.....</p> <p>.....</p>	<p>यदि ठेकेदार ने आम मुहर के तहत हस्ताक्षर किये हैं, तो उस हस्ताक्षर का संस्था के अंतर्नियम में मुहर क्लॉज के साथ मिलान होना चाहिए।</p> <p>यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति</p>	<p>THE COMMON SEAL OF</p> <p>Was hereunto affixed pursuant to the resolutions passed</p> <p>By its Board of Directors at the meeting held on</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>In the presence of</p> <p>1.</p> <p>.....</p> <p>.....</p> <p>2.</p> <p>.....</p> <p>.....</p>	<p>If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
<p>निदेशक जिन्होंने वहाँ मौजूद की उपस्थिति में इन प्रस्तुतों पर हस्ताक्षर किये हैं -</p> <p>(1)</p> <p>(2)</p>	<p>Directors who have signed these presents in taken thereof in the presence of</p> <p>(1)</p> <p>(2)</p>		
<p>2. _____</p>	<p>2. _____</p>		
<p>यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति</p>	<p>If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual</p>		

इनके द्वारा हस्ताक्षरित और वितरित-- ठेकेदार श्री _____ और विधिवत गठित वकील के कर कमलों द्वारा	SIGNED AND DELIVERED BY - The Contractor by the hand of Shri _____ and duly constituted attorney.
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ANNEXURE -1: PROFORMA OF PERFORMANCE BANK GUARANTEE FOR SECURITY DEPOSIT

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

Place: _____ Date: __

The Regional Director
Estate Office
Reserve Bank of India, Mumbai –
400 001.

Dear Sir,

Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai
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”) 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 are aware that an agreement has been executed between the Reserve Bank of India and the contractor and in terms of clause _____ of the said agreement the contractor is bound by the said Contract 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. We, _____ (Name of the Bank), (hereinafter called “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 his 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, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as

aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings 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.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) 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 and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. (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.

This guarantee shall remain in force till currency of contract.

d) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness where of 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-2: THE SUCCESSFUL TENDERERS' SHOULD GIVE FOLLOWING DECLARATION (1 & 2) ALONG WITH THE BILLS.

A. DECLARATION

I, Shri/Smt.being the owner/proprietor of.....(name of the firm/establishment), do hereby declare that I have adhered

to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act,1970/wages code 2019 and Minimum Wages Act,1948 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workers/ labourers engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

Place:

Signature and seal of the Tenderer

Date:

Name:

Address:

Email:

Phone:

Mobile no.:

B. GST DECLARATION

I do hereby declare that the GST Registration Number of my/our firm/establishment is.....

And the GST claimed in the bill will be paid duly to Government of India after receipt of the same from the Bank.

I will inform the Bank in due time about the payment of GST to Government of India.

Place:

Signature and seal of the Tenderer

Date:

Name:

Address:

Email:

Phone:

Mobile no.:

ANNEXURE -3: PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST NON-COMPLIANCE TO CONTRACT LABOR RULES/REGULATIONS

(On Non-Judicial Stamp Paper of appropriate value)

To,
The Regional Director
Estate Dept., 2nd Floor
Reserve Bank of India
Mumbai – 400 001

Dear Sir

NAME OF WORK: Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, Mumbai against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorized signatory

NAME AND ADDRESS OF THE CONTRACTOR: SIGN & SEAL OF THE CONTRACTOR:

Place:

Date:

Address:

Email:

Phone/Mobile no.:

Signature and seal of the Tenderer

Name:

FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER

Name & address of the Client

Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and Date
3. Agreement Amount
4. Date of commencement of Work
5. Stipulated date of completion
6. Actual date of Completion
7. Detail 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 work executed
10. Whether the contractor employed Qualified Engineer/Overseer during Execution of work?
11. i) Quality of work (indicate grading)
Outstanding/Very Good/
ii) Amount of work paid on reduced rate if any.
Good/Satisfactory/Poor
12. i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total Amount awarded

13. Comments on the capabilities of the Contractor

a) Technical Proficiency	Outstanding/Very Good/ Good/Satisfactory/Poor
b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/Poor
c) Mobilization of 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

Reporting officer* with
office Seal

*Countersigned

*Officer of the rank of executive engineer or equivalent

Section: B

Scope of work

1. The maintenance services basically include preventive and corrective maintenance of various types of fire extinguishers to keep all the extinguishers in good working condition, at all the time. A list showing locations of various properties and quantity of fire extinguishers installed therein is given in the [Annexure B](#) under price bid.
2. The Contractors shall deploy only skilled technician for attending the maintenance work and shall be directly employed by them. The periodic servicing of the fire extinguishers shall be considered at **every Quarter** in consultation with the Bank's respective Security Officer and the Caretaker deployed and the work shall be undertaken under supervision of CT & Fire man.
3. The Specified separate 'LOG Book' shall be maintained for the regular records of such maintenance of the extinguishers property and location wise to be displayed at every location. The copies of such records shall be put up along with the quarterly bills for verify signature of Bank's respective Fire Officer/P & SO.
4. At the time of servicing if any defect or deficiency is found in the extinguisher by the service provider, the same shall be attended within 2 days after obtaining due approval and as per the direction of the Bank's Security Officer.
5. Defect, if any, informed by Security officer/ Bank's caretaker then same shall be attended within 24 hours failing which recovery at Rs 100/- per day per complaint shall be recovered from contractor's dues.
6. All necessary accessories and consumables like tools, electronic weighing machine, waste cotton, oil, grease etc. shall be supplied by the contractor and hence to be included in their quoted rates.
7. The contractor shall keep all fire extinguishers neat, clean, tidy and ready for effective maintenance. They shall be cleaned externally every time and internally whenever required. The body shall be polished with wax polish and all the brass and chromium parts shall be polished with brasso/silvo thoroughly.
8. All the extinguishers shall be weighed correctly for the gross, Tare and Net weight on electronic balance with the least count of one gram. Such measured data shall be written in the Log Book. The electronic balance shall be got calibrated from government authorized lab/institute at regular intervals by the contractor at no extra cost.
9. All the port holes / vent holes and nozzles shall be specifically inspected for clogging and the same shall be maintained free from dirt/dust all the time.
10. The plunger of extinguishers shall be checked for smooth operation and always kept clean. Also, the contents / refill of the fire extinguishers shall be checked and if necessary the same shall be rectified in consultation with the Bank's P& SE. The cost of refills shall be paid separately by the Bank after due certification from the supervisory staff.

11. The gas cartridge sealing disc shall be checked and if found damaged, the same shall be replaced with the prior approval from the Bank. The cost of such spare will be paid separately by the Bank as per the procedure indicated at Sr. No. 2 above.
12. For the CO2 type Fire extinguisher, the gas cartridge shall be weighed and the same shall be compared with the stamped weight. If the weight loss is found more than the stamped weight, then it shall be replaced with the prior approval from the Bank's Officer. The cost of such spare will be paid separately by the Bank as per the procedure indicated at Sr. No. 2 above.
13. All servicing work shall be done as per the instructions of the Bank's Fire and Security Officer and the service provider shall submit the detailed report to the P&SE for all the actions taken at periodical intervals.

B. Working hours of service: All services shall be carried only during the Bank's working hours and any deficiency in the fire extinguishers shall be immediately addressed to P&SE. It shall be ensured to be rectified not later than one working day.

C. Charges for providing the services: The quoted rate for the AMC of fire extinguishers shall include for labour charges, transportation, tools & plants, etc. for maintaining the extinguishers in good serviceable and operational conditions, which shall be inclusive of all taxes / duties and excluding applicable GST. Any statutory variation in the duty, taxes, GST structure etc. shall only be considered at a later date on production of documentary proof. **The rates for refilling of various types of fire extinguishers / cartridges / hydrostatic test etc. shall be quoted against respective items as per enclosed format ([Annexure A](#)) under price bid. The rate shall also be included for obtaining workmen compensation policy valid during the entire contract period. Refilling of extinguishers shall be done within 48 hours failing which recovery at Rs 200/- per day per extinguisher shall be recovered from the contractor.**

Place:

Signature of bidder with name & seal

Date:

Address:

E -mail:

Phone:

SECTION C

INTERPRETATION CLAUSE

In construing the conditions, the specifications, Schedule of Quantities and Articles of Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

- a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.
- b) "Bank's Engineer": shall mean the Engineer of the Employer who is in - charge of the "Works".
- c) "Contractor" in the case of a partnership: "Contractor" shall mean ----- and ----- trading as partners in the name and style of ----- and having a place of business at ----- and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
In the case of individual: "Contractor" shall mean Shri/ Smt. Trading in the name and style of ----- and shall include his/ her heirs, successors and legal representative.
In the case of company: "Contractor" shall mean ----- a company incorporated under ----- and having its registered office at ----- and shall include its successors and assigns.
- d) "Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- e) "This Contract" shall mean the Articles of Agreement, Instructions & conditions, Special conditions, The Appendix, The Schedule of Quantities, drawings/ sketches and specifications etc. attached hereto and duly signed.
- f) "Notice in writing or written notice": shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- g) "Act of insolvency": shall mean an Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.

h)“Net Prices”: if in arriving at the contract amount the contractor shall have added to or deducted from the total of items in the E-Tender any sum, either as a percentage or otherwise, then the net price of any item in the E-Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the E-Tender as the price of that item as a similar percentage or requires proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and Provisional sums of money shall be deducted from the total amount of the E-Tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at. “The works”: shall mean **“Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai”** words imparting persons include the plural and vice versa where the context.

Place:

Signature of bidder with name & seal

Date:

Address:

Phone:

Section: D

General Conditions

1.A) EMD/Security Deposit: - EMD amount of ₹54,000/- to be deposited by all participant bidders in favor of Reserve Bank of India in the form of DD along with commercial bid. which amount will not bear any interest. E-Tenders without EMD will be rejected. EMD of the unsuccessful vendor(s) will be refunded on award of work. In case of failure to execute the contract by successful bidder, this sum shall be forfeited to the Reserve Bank of India. EMD of successful bidder shall be released on satisfactory completion of this contract period.

1. B) Performance Bank Guarantee (PBG): - PBG @ 10 % of the annual contract amount will have to be deposited in favor of The Regional Director, Reserve Bank of India, Mumbai with letter of acceptance of contract by the successful tenderer. The Performance Bank Guarantee shall be valid for initially valid for 1 year and further renewed for period of 3 years. The Performance Bank Guarantee deposited by the successful Tenderer shall be invoked in the event of unsatisfactory performance of the Tenderer and / or loss/ damage if any sustained by the Bank on account of failure or negligence of the workers deployed by service provider or in the event of breach of the terms and conditions of the agreement. The format of the Performance Bank Guarantee is given in [Annexure-1](#). The PBG shall be submitted by the successful tenderer before schedule date of commencement of the work after which the EMD shall be returned.

1. C) Payment terms: The invoice / bill for each quarter (three months) shall be submitted at the end of the quarter along with the detailed inspection service report, up to date copy of logbook etc. with bills duly authenticated and certified by security officers of the respective premises. The payment thereon shall be made only after this due certification. The bill shall also be enclosed with work satisfactory report duly certified by the respective security officer. No bills shall be considered for payment without the certifications as mentioned above.

2. Insurance Covers: The contractors shall obtain before commencement of the work, the specific insurance cover as 'the workmen compensation policy' for the actual number of workmen to be deployed at site for servicing in the joint names as Bank's name should be mentioned first. The minimum limit of the coverage under the policy shall be **Rs. 2 lakh** per person for any one accident or occurrence and **Rs. 5 lakh** in respect of damage to property for any one accident or occurrence. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen's Compensation Act** or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract.

3. Licenses:

a) The contractor shall obtain, if applicable, a license as contemplated under the Contract Labor (Regulation and Abolition) Act, 1970 or any other law, as applicable, 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 contractor and shall in no way be made liable to the laborers engaged by the contractor.

b) Valid license issued by 'Mumbai Fire Authorities' in the form of Form "B", which is renewable at the period of six months.

4. Termination of Contract by the Employer: If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice on him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfil the contract and to give security therefore, if so required by the Bank's Engineer.

Or if the contractor (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor

Or shall assign or sublet this contract without the consent in writing of the Employer first hand and obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.

Or if the Bank's Engineer shall clarify in writing to the Employer that the contractor

i) Has abandoned the contract, or

ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or

iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer, written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or

v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed the contractor for

seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same.

Then and in any of the said case the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workers in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the material and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under this what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on E-Tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, upto date EMD of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc.

5. Termination of the Contract by the Contractor: If the payment of the amount certified by the Bank's Engineer and payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as

aforesaid shall have been given by the Contractor to the Employer, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and if any of the said cases the contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment of all works, executed and for any loss he may sustain upon any plant or materials supplied or purchase or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in Contractor's original E-Tender shall be followed. Further, the left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on E-Tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc. kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in **preceding Clauses** hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the **preceding clauses**, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the

case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed between the party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

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

7. Clause of Prevention of Sexual Harassment at Work place:

- a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- c) The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
- d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

8. Minimum Wages Act: - Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.

9. Penalty for malfunctioning of Fire Extinguisher: During the course of the contract, if any fire extinguisher used during an emergency or for testing purpose, does not function as it is intended to function, a penalty of Rs. 500/- (Rupees Five Hundred only) for each such fire extinguisher shall be levied which shall be recovered from the bills of the contractor.

10. Renewal of Contract: (a) The annual maintenance service contract shall be initially valid for 1 year & it will be further renewed for 3 years. The CAMC rate shall be revised after first year of CAMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:

$$AC = AP [(30*(EPIc/EPIp)+70*(CPIc/CPIp))] / 100$$

AC - The contract amount for the current year

AP - The contract amount for the previous year

EPIc - Wholesale Price Index for _____ 6 months prior to the commencement date of contract for the current year

EPIp - Wholesale Price Index for _____ 6 months prior to the commencement date of contract for the previous year

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

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

In case of renewal, Earnest Money deposit of ₹_____/ - will be further withheld for due fulfillment of renewed contract.

b) Nothing withstanding that, any improper service/ negligence in servicing deficiency, Bank shall have the right to terminate the contract by giving at least seven days' notice in writing. On giving such notice this contract Agreement shall stand automatically terminated at the close of business as on the last day of the month. In that event neither party shall have a claim against the other under this obligation under this agreement.

11. Contract Agreement:

This contract document together with the work order and two annexures herein signed by both parties shall constitute the binding contract between Contractor and the Bank. This contract shall be governed in all respect by Indian laws. On receipt of intimation from the Employer of the acceptance of his/their E-Tender, the successful bidder shall be bound to sign the formal Contract and within **fourteen days** thereof, the successful bidder shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a E-Tender will constitute a binding contract between the Reserve Bank of India and the person/ firm so bidding, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful bidder.

12. Assignment and sub-letting: The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

If for any reason, the Employer is obliged, by virtue of the provisions of the Workmen Compensation Act, to pay compensation(s) to workmen employed by the Contractor, in execution of the works, the Employer will recover from the Contractor, the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

14. Clause of Penalty:

The defect or complaint of respective fire extinguisher shall be attended within 24 hours from time of receipt/ notice of such complaint/ defect, failing which recovery at

Rs 100/- per day per complaint shall be recovered from the contractor.

Non-performance or poor performance will be suitably analyzed/reviewed, quarterly, and if not found satisfactory, then Bank will be constrained to take serious action including termination of the contract. The contractors shall ensure timely/promptly and satisfactorily attendance of the preventive services as well the specific service during any breakdown in the system.

15. TERMINATION OF AGREEMENT:

i) 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) In the opinion of the Bank (which shall not call in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or

b) The contractor commits a breach of any terms and conditions of this agreement and/ or

c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or

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

ii) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

I/We hereby declare that I/we have read, understood and agreeing to the above instructions -

Place:
seal

Signature of bidder with name, &

Date:
E -mail:

Address:
Phone:

Section: E
SAFETY CODE

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

FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, the Engineers shall be informed and only after the site inspection by them, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- xi. None of the passages near staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiii. Power supply shall be switched off from the mains when equipment is not in use.
- xiv. Any debris/ junks generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the bidder:

Date:

Address:

Phone/Mobile No. :

Important instructions for E-procurement

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

1	<p>E-tenders are invited for the work in two parts</p> <p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess <u>Class III signing type digital certificate</u>. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE</p> <p>SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eproc (Version 3)</p> <p>1) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (MSTC):</p> <p>HO Central Help Desk: (For vendors)</p> <p>Phone Number :07969066600</p> <p>helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>WRO Helpdesk:7651915418</p> <p>Availability</p> <p>Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopen11@mstcindia.in</p> <p>9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p>
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Contact person (RBI MRO):

1. Shri. Devendra Netam, AGM Mo. No. 7710032404 (For Technical queries)- mail ID: devendranetam@rbi.org.in
2. Shri. Vishnu N, AM, Mo. No 9442644738, (for e-tender queries)- mail ID: vishnun@rbi.org.in
3. Ms. Dipali Nannaware, Assistant, Mo. No 7666780348, (for e-tender queries)- mail ID: dipalinannaware@rbi.org.in

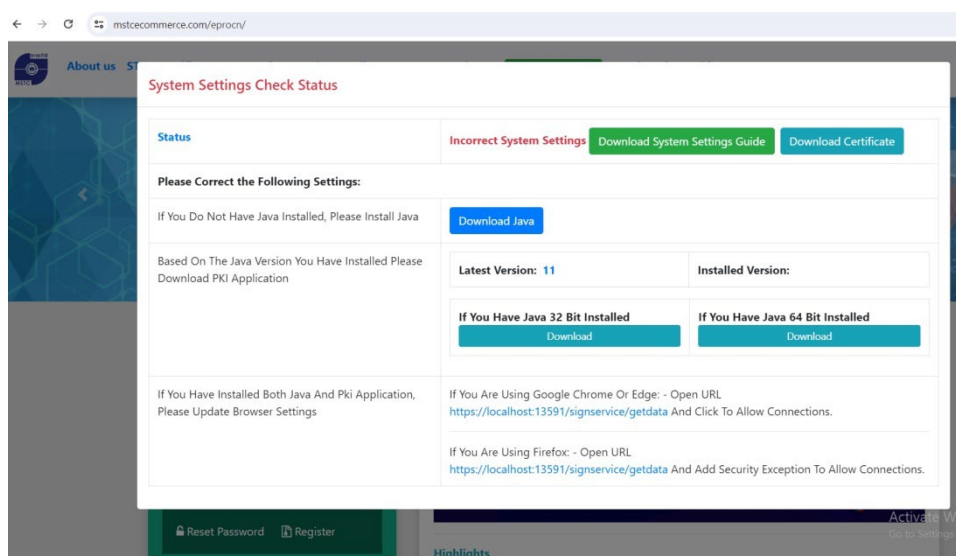
Vendors are required to register themselves online with

www.mstcecommerce.com/eproc

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Visual / Registration Guide.

B) System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eproc/>



(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

(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, MRO. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears

	to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprchome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
	Special Note towards Transaction fee:
	<p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE</p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p> <p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
	Bidding in e-tender:
	<p>(a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>(b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>(c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event</p>

	<p>(d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>(e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>(f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>(g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>(h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>(i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>(k) 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>(l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	No deviation to the technical and commercial terms & conditions are allowed.
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the visual in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
	Integrity pact (NOT APPLICABLE)

	<p>The bidders/ prospective vendors shall be required to enter in to an agreement with the Reserve Bank of India (RBI) called Integrity Pact (IP). The IP envisages an agreement between the RBI and the bidders/ prospective vendors as per the approved proforma annexed hereto, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of bids till the complete execution of the contract. The tenders of those bidders/ prospective vendors which do not contain the IP in the approved proforma shall be liable for rejection. The bidders may upload the scanned copy of the IP agreement, duly signed, as part of document submission. The original hard copy may be submitted in the office during opening of the part-I of the tender. Provided however, that the Integrity pact shall be applicable when specifically provided in Schedule 'E'.</p>
	Tender Fees
	<p>The Bidder shall pay non-refundable Tender Fee as specified in Schedule 'E'. Any bids not accompanied by the Tender Fees shall be rejected and shall not be considered for further evaluation / processing.</p>
	<p>In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in Schedule 'E'. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection</p>
5	Amendment to Tender document
(i)	<p>At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.</p>
(ii)	<p>The said amendment in the form of the addendum/ corrigendum will be sent to all the prospective Bidders who have paid the registration fee for the Tender in case of open tenders and all the enlisted contractors, in case of limited tenders. This communication will be in writing and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by fax/courier/e-mail to RBI. The amendments would also be made available on the website of RBI in case of open tenders. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.</p>
(iii)	<p>In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.</p>
6	Tender not a Lump sum tender

	The Bidder should note that this tender is neither a fixed Lump sum tender nor a Piece Work tender but is a tender to carry out the work in respect of “Design, Supply, installation, testing & commissioning (DSITC) of Fire Alarm system & Public Address system at Bank's Leased Office Premises at 2 nd Floor ,Maker Tower, Cuffe Parade Mumbai” as per the detailed specifications, terms and conditions etc. to be paid for according to actual measured quantities at the rate contained in the Schedule of rates or as provided in the said Conditions.
7	Preparation of bid and Cost of bidding
(i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
(ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
8	Format to be used
	The bidder must fill up and submit only the tender forms/formats made available by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.
9	Filling of Rates
(i)	Rates should be quoted for each item of work in figures in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures. The amount for each item should be worked out and requisite totals should be given in the specified column.
(ii)	In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the rate for the item shall be considered as ‘Zero’ and the tender shall be evaluated accordingly.
(iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
10	Earnest Money Deposit (EMD)/Bid security
(i)	The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in Schedule ‘E’ along with the tender (Part –I) in the manner as specified in Schedule ‘E’.
(ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.
(iii)	Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
(iv)	The Earnest Money Deposit paid by the successful bidder shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the

	contract and shall be returned as specified in Schedule 'F'. No interest shall be paid on the said deposit.
11	Signing of Bid, Power of Attorney
(i)	Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.
(ii)	The tender submitted on behalf of a firm must be signed separately by each partner of the firm or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, or it must be signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.
(iii)	Bidders shall upload, along with Part-I of the tender, a scanned copy of the power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto. The hard copy shall be submitted in office subsequently.
12	Modification / substitution / Withdrawal of Bids
(i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
(ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
(iii)	Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"
13	Bid Due Date
	Bids should be uploaded and submitted on or before the stipulated time and date as specified in Schedule 'E'. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date
14	Late Bids
	Any Bid received after the last date and time specified for submission of Bids in Schedule 'E' or after the extended Bid due date, if any, will be treated as "Late Bid" and will not be opened /considered by RBI.
15	Opening of Bids
	The Part I of the tender, will be opened on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E', or his authorized representative in the presence of authorized representatives of the bidders who choose to be present. The duly filled-in Part II of the tender, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence

	of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.
16	Bid Validity
	Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' from the date of opening of the Part- I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period
17	Clarification & Evaluation of Bids
(i)	Price Bids of only those Bidders who are technically qualified shall be opened.
(ii)	Rates quoted for each item shall be considered during verification/ scrutiny.
(iii)	If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
(iv)	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
(v)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required during the evaluation of Bids in accordance with tender clauses.
(vi)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
(vii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount, if any. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
(viii)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
18	Acceptance of Tender and Award of Work
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.
19	Performance Guarantee
	The Contractor whose tender is accepted, will be required to furnish performance guarantee of specified percentage of the contract amount within the period specified in Schedule 'F' & clause SC 4 of the Special Conditions

	<p>of the Contract. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.</p> <p>In case of delays in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.</p>
20	EMD/Retention Money/ Security Deposit
(i)	On completion of the works, the RBI will release the Security Deposit after rectification of the defects pointed out during the Defects Liability Period in the manner as specified in Schedule 'F'. The amounts retained by the RBI shall not bear any interest.
(ii)	All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
(iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
(iv)	Earnest Money deposit of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier.
(v)	Earnest Money deposited by the successful tenderer shall be refunded on obtaining a Performance Bank Guarantee for the specified amount from the successful tenderer.
21	Taxes/ Duties/ Levies
(i)	GST or any other tax/ Duty/ levy applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.
(ii)	The successful tenderers may also note that RBI shall deduct all the statutory taxes (IT/ GST etc.) as per the extant provisions of the applicable Act from the bills and amount due to them from bank and remit the same directly to the Government.
22	Time for Completion of Work
	Time allowed for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the Contractor and it shall be reckoned from the 14 th day from the date of commencement.
23	Work Programme-Bar Chart
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of work. Only Bar Chart with details of all major activities shall be submitted.
24	Employer's right to accept or reject any or all the bids
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.

RESERVE BANK OF INDIA
ESTATE OFFICE
FORT, MUMBAI 400 001

PRICE BID

E-TENDER
FOR

Comprehensive Annual Maintenance Contract (CAMC) for maintenance and refilling of different “Fire Extinguishers” provided in Bank’s residential & office properties in Mumbai.

Price Bid
Schedule of Quantities

Sr. No.	Description of work	Qty. (Nos.)	Total No. of services in year.	CAMC charges per servicing per unit of fire extinguisher at various properties as detailed in the enclosure Annexure-B Rate (Rs.) / per unit	Total Annual amount (Rs.)
I.		A	B	C	<u>D = A x B x C</u>
1	Carrying out Comprehensive Annual maintenance contract for all types of fire extinguishers (including servicing, maintenance, supply of spare parts and Hydro-static Pressure Test) at Bank's various properties in Mumbai, as detailed in the scope of work mentioned in the E-Tender by deploying required numbers of qualified / skilled technician. The rate shall include issuing location-wise form "B" certificates as and when required as per Fire Authority Norms.	1211	4		
	Total				
	CGST (9%)				
	SGST (9%)				
	Total Amount (Inclusive of GST)				

Place:
Date:

Signature of bidder with name & seal
Address:
Phone:

Annexure A**Quote Rates Only (Rates to be quoted should be exclusive of GST)**

Sr. No	Description	Rate per unit (Excl. GST) Rs.	Rate per unit in words
A. Rates for refilling of Fire-extinguishers			
1	ABC 2 Kg		
2	ABC 5 Kg		
3	CO2 2 Kg		
4	CO2 3 Kg		
5	CO2 4.5 Kg		
6	CO2 5 Kg		
7	CO2 6.5 Kg		
8	CO2 9 Kg		
9	Water CO2 9 Ltr		
10	Water CO2 50 Ltr		
11	DCP 1 Kg		
12	DCP 2 Kg		
13	DCP 5 Kg		
14	DCP 10 Kg		
15	M Foam 9 Ltr		
16	M Foam 50 Ltr		
17	Heltron 1 Kg		
18	Clean Agent 2 Kg		
B. Rates for supply of new CO2 Cartridge			
1	CO2 40 grams		
2	CO2 60 grams		
3	CO2 90 grams		
4	CO2 180 grams		
5	CO2 300 grams		

Place

**Signature of bidder with
Name & Seal**

Date

Annexure B.

	LOCATION OF FIRE EXTINGUISHERS INSTALLED IN VARIOUS PROPERTIES IN MUMBAI																		
Sr. No.	Office/Colony	Type of Fire Extinguisher																	Total
		Water		CO2						DCP/ABC					AF FF (9 ltr)	HFC 227	Foam		
		Water mist (6 Kg)	Water CO2 (9 ltr)	2 Kg	3 Kg	4.5 Kg	5 Kg	6.5 Kg	7 Kg	9 Kg	1 Kg	2 Kg	5 Kg	6 Kg				10 Kg	
1	Main Building	21	29	49	26	11		5		4			1		5	-		4	155
2	Amar Building	13	6	16	1	10					12								58
3	Governor Bungalow	4		2	1						3								10
4	Byculla Office	23		66						11							5	105	
5	BKC Office	12		29	33	3		4				1	1						83
6	WTC	7	2	15	1		4	2											31
7	Maker Tower		11	21			3	2		2	53								92
8	Nariman											6							6
9	Byculla Qtrs	8		73															81
10	Jalda & Varda Quarters	9		17									4						30
11	BKC Quarters			8							8								16

12	Malad Phase I & II		3	60	2							13		1				79
13	Kailash		1	11			1					6						19
14	Tardeo	1		16								6						23
15	Bhandup																	
16	Chembur		1	7						62								70
17	Santacruz			50						3								53
18	Gokuldharm	2		43	2					45								92
19	Bank House		3	6								15						24
20	Dhanastra	3		4	2							1						10
21	Vasant Vihar & DG Flats	8		26						54								88
22	TMC Parel			26						26								52
23	TMC - Suvarnarekha																	
24	Andheri (Chakala)											2						2
25	Dahisar	3		14	1													18
26	Matunga			1								4						5
27	Mahim																	
28	Tapovan	1		3								5						9
	Total	115	56	301	69	24	270	13		6	9	7	331		1		9 (Foam)	1211

Place

**Signature of bidder with
Name & Seal**

Date