



**भारतीय रिज़र्व बैंक RESERVE BANK OF INDIA  
संपदा विभाग ESTATE DEPARTMENT  
चेन्नै CHENNAI**

चेन्नै में स्थित बैंक के मुख्य कार्यालय भवन तथा पी.एच. रोड, बेसेंट नगर और सी.एच. रोड में स्थित बैंक के स्टाफ क्वार्टरों में रिवर्स ऑस्मोसिस संयंत्र के संचालन और रखरखाव के लिए व्यापक वार्षिक रखरखाव संविदा

**Comprehensive Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis Plants at Main Office Premises and Staff Quarters at P.H Road, Besant Nagar and C.H Road in Chennai.**

**निविदा दस्तावेज़ Tender Document**

**भाग- I Part - I**

निविदाकार का नाम **Name of Tenderer** \_\_\_\_\_

पता **Address** \_\_\_\_\_

निविदा जमा करने की अंतिम तारीख : **13.03.2023** को अपराह्न 03.00 बजे तक या उससे पहले  
**Due Date of Submission** : **On or before 15.00 hrs on 13.03.2023**

**स्थान/ Venue** : संपदा विभाग, भारतीय रिज़र्व बैंक, चेन्नै  
**Estate Department, RBI, Chennai**

## निविदा आमंत्रण सूचना

भारतीय रिज़र्व बैंक, चेन्नै निम्नलिखित कार्य के लिए ई-निविदा आमंत्रित करता है- “चेन्नै में स्थित बैंक के मुख्य कार्यालय भवन तथा पी.एच. रोड, बेसेंट नगर और सी.एच. रोड में स्थित बैंक के स्टाफ क्वार्टरों में रिवर्स ऑस्मोसिस संयंत्र के संचालन और रखरखाव के लिए व्यापक वार्षिक रखरखाव संविदा।” निविदा का प्रसंस्करण एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<http://mstcecommerce.com/eprochome/rbi>) से ही किया जाएगा। सभी इच्छुक कंपनियों/ एजेंसियों/ फार्मों को निविदा प्रक्रिया में शामिल होने के लिए एमएसटीसी लिमिटेड में उपर्युक्त वेबसाइट के माध्यम से पंजीकृत करना होगा।

ई-निविदा की अनुसूची निम्नानुसार है:

ई-निविदा सं.	आरबीआई/चेन्नै/संपदा/404/22-23/ईटी/624
निविदा का प्रकार	ई-टेंडर ( <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> ) के माध्यम से ऑनलाइन भाग-I - तकनीकी-वाणिज्यिक बोली और भाग-II - मूल्य बोली)
अनुमानित लागत	रु. 12.53 लाख
डाउनलोड करने के लिए पार्टियों को उपलब्ध एनआईटी (निविदा आमंत्रण नोटिस) की तारीख	01 फ़रवरी 2023 को अपराह्न 04 :00 बजे से
निविदा पूर्व बैठक	01 मार्च 2023 को पूर्वाह्न 11:00 बजे को ऑफलाइन (स्थल: भारतीय रिज़र्व बैंक, दूसरी मंजिल, संपदा विभाग, राजाजी सालै, फोर्ट ग्लेसिस, चेन्नै-600001)
बयाना जमा राशि (ईएमडी)	रु.25,064/-
कार्यनिष्पादन बैंक गारंटी / सुरक्षा जमा (एसडी)	अनुबंध मूल्य का 5% (सफल बोलीदाता द्वारा प्रस्तुत किया जाना है)
ईएमडी प्रस्तुत करने की अंतिम तारीख	13 मार्च 2023 को अपराह्न 15:00 बजे
तकनीकी-वाणिज्यिक बोली और बोली की कीमत ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	03 मार्च 2023 को अपराह्न 16:00 बजे
तकनीकी-वाणिज्यिक बोली और बोली की कीमत ऑनलाइन प्रस्तुत करने के लिए ई-निविदा बंद करने की तारीख	13 मार्च 2023 को अपराह्न 15:00 बजे
भाग-I खोलने की तारीख (तकनीकी-वाणिज्यिक बोली)	13 मार्च 2023 को अपराह्न 16:00 बजे
भाग-II खोलने की तारीख (कीमत बोली)	सफल बोलीकर्ताओं की निविदा के भाग-II (कीमत बोली) को बाद की तारीख में खोला जाएगा जिसे सफल बोलीकर्ता को सूचित किया जाएगा।
लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे/ एनईएफटी/ आरटीजीएस

बैंक न्यूनतम निविदा स्वीकारने के लिए बाध्यकारी नहीं है और किसी भी निविदा को पूर्णतः या अंशतः स्वीकारने का अधिकार रखते हैं। बैंक बिना कोई कारण दिए सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
चेन्नै

## **Notice Inviting Tender.**

Reserve Bank of India, Chennai invites e-Tenders for the work - '**Comprehensive Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis Plants at Main Office Premises and Staff Quarters at P.H Road, Besant Nagar and C.H Road in Chennai**'. The tendering process will be done only through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

The schedule of e-Tender is as follows:

e-Tender No.	RBI/Chennai/Estate/404 /22-23/ET/ 624
Mode of Tender	e-Tender (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
Estimated Cost	₹ 12.53 lakhs.
Date of NIT (Notice Inviting Tender) available to parties for download	16:00 Hrs of February 01, 2023 onwards.
Pre-Bid Meeting	Offline at 11:00 Hrs on March 01, 2023 (Venue: Reserve Bank of India, Estate Department, 2nd Floor, Rajaji Salai, Fort Glacis, Chennai 600001).
Earnest Money Deposit(EMD)	₹ 25,064/-
Performance Bank Guarantee / Security Deposit (SD)	5% of the contract value (to be submitted by the successful bidder)
Last Date of submission of EMD	15:00 Hrs of March 13, 2023.
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	16:00 Hrs on March 03, 2023
Date of closing of online e-tender for submission of techno-commercial bid & price bid	15:00 Hrs on March 13, 2023
Date of opening of Part-I (techno-commercial bid)	16:00 Hrs on March 13, 2023
Date of opening of Part-II (price bid)	Part II (Price Bid) of the tender, of the qualified bidders shall be opened on a subsequent date, which shall be communicated to the qualified bidders.
Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal 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.

Regional Director  
Reserve Bank of India  
Chennai

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**Comprehensive Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis Plants at Main Office Premises and Staff Quarters at P.H Road, Besant Nagar and C.H Road in Chennai.**

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## ईप्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश-

बोलीकर्ताओं से अनुरोध किया जाता है कि वे ऑनलाइन निविदा प्रस्तुत करने से पहले इस निविदा की शर्तों को पढ़ लें।

### ईनिविदा की प्रक्रिया:-

क. पंजीकरण: एमएसटीसी ई- प्रोक्यूरमेंट पोर्टल में वेंडर का पंजीकरण किए जाने की प्रक्रिया शामिल है जो कि निशुल्क है। पंजीकरण के बाद ही, वेंडर अपनी बोली इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकते हैं। तकनीकी बोली और साथ ही वाणिज्यिक बोली के प्रस्तुतिकरण के लिए इलेक्ट्रॉनिक बोली लगाना इंटरनेट पर ही किया जाएगा। वेंडर के पास श्रेणी III साइनिंग टाइप डिजिटल प्रमाणपत्र होना चाहिए। बोली लगाने के लिए वेंडरों को अपनी तरफ से इंटरनेट सुविधा युक्त कंप्यूटर की व्यवस्था करनी होगी। ऐसी व्यवस्था उपलब्ध कराने के लिए एमएसटीसी उत्तरदायी नहीं है। (बिना डिजिटल हस्ताक्षर के बोलियां रिकार्ड नहीं की जाएंगी।)

विशेष नोट: तकनीकी बोली और वाणिज्यिक बोली को [www.mstcecommerce.com/eprhome/rbi](http://www.mstcecommerce.com/eprhome/rbi) पर ही प्रस्तुत करें।

1) वेंडरों को निम्नानुसार अपना पंजीकरण कराना अपेक्षित है। [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2) पंजीकरण फार्म भरते समय दिए गए ई-मेल आईडी पर वेंडर को पंजीकरण संबंधी पुष्टि की सूचना देते हुए सिस्टम जनित मेल प्राप्त होगा। किसी भी तरह के स्पष्टीकरण के लिए वेंडर आरबीआई/ एमएसटीसी से संपर्क कर सकते हैं, (ई-निविदा के निर्धारित समय से पहले)

### संपर्क व्यक्ति (आरबीआई)

1. श्री पी. चंद्रशेखर ( प्रबंधक, संपदा विभाग)  
044-2539 9027 ([pchandrasekar@rbi.org.in](mailto:pchandrasekar@rbi.org.in))

2. श्री क्षितिज दहाट (सहायक प्रबंधक, संपदा विभाग)  
044-2539 9240 ([kgdahat@rbi.org.in](mailto:kgdahat@rbi.org.in))

### संपर्क व्यक्ति (एमएसटीसी लिमिटेड)

1. श्री षण्मुगम 91763 97264 ([nshanmugam@mstcindia.co.in](mailto:nshanmugam@mstcindia.co.in))
2. श्री जे दामोदरन – 9841002253 ([jdmodaran@mstcindia.co.in](mailto:jdmodaran@mstcindia.co.in))
3. एमएसटीसी हेल्प लाइन - 9499054101/2/3/4 ([helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in))

Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

ख) सिस्टम आवश्यकताएं

1. विंडोज 7 या उससे ऊपर का ओपरेटिंग सिस्टम
2. आईई-7 और उससे ऊपर का इंटरनेट ब्राउजर
3. साइनिंग टाइप का डिजिटल हस्ताक्षर
4. सिस्टम में नवीनतम अद्यतन किया गया JRE 8 (x86 Offline) सॉफ्टवेयर जिसे डाउनलोड करके सिस्टम में इंस्टॉल किया जाए।

साइनर बॉक्स में **DSC** के दिखाई देने के लिए “**Protected Mode**” को डिसेबल करने के लिए निम्नलिखित सेटिंग्स करें -

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".

अन्य सेटिंग्स: Other Settings:

- Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

सभी active X controls और 'use pop up blocker' को डिसेबल करने के लिए Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

तकनीकी वाणिज्यिक बोली और मूल्य बोली-[www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) पर ऑनलाइन ही प्रस्तुत करनी होंगी। निविदाएं निविदा में विनिर्दिष्ट तारीख और समय पर इलक्ट्रॉनिक रूप से ही खोली जाएंगी।

निविदा में सभी प्रविष्टियां बिना संदिग्धार्थ के ऑनलाइन तकनीकी एवं वाणीज्यिक फार्मेट में की जानी चाहिए।

लेन-देन शुल्क संबंधित विशेष नोट

वेंडर लॉगिन में "My Menu" लिंक के तहत दिए गए "Transaction Fee Payment" द्वारा वेंडर लेन-देन शुल्क का भुगतान करेंगे। वेंडरको ईवेंट ड्रापडाउन बॉक्स से निविदा का चयन करना होगा। वेंडर को या तो एनईएफटी अथवा नेट बैंकिंग के माध्यम से भुगतान करने की सुविधा उपलब्ध होगी। एनईएफटी का चयन करने पर वेंडर द्वारा फार्म भरे जाने पर एक चालान जनित होगा। वेंडर चालान में प्रिंट किए गए ब्यौरे के अनुसार उसमें बिना परिवर्तन किए लेन-देन शुल्क का भुगतान कर करेंगे। ऑनलाइन पेमेंट चुनने पर निविदाकर्ता को अपने डेबिट/ क्रेडिट कार्ड/ नेट बैंकिंग से भुगतान करने के प्रावधान उपलब्ध होंगे। एमएसटीसी के पदनामित बैंक खाते में एकबार भुगतान जमा हो जाने के बाद, लेनदेन शुल्क स्व प्राधिकृत हो जाएंगे और वेंडर को सिस्टम जनित मेल की प्राप्ति होगी। लेन-देन शुल्क अप्रतिदेय है। वेंडर लेन-देन शुल्क का भुगतान किए बिना ऑनलाइन निविदा एक्सेस नहीं कर पाएगा।

ध्यान दें

बोलीकर्ताओं को सूचित किया जाता है कि वे कार्य के समापन समय से पर्याप्त पहले अग्रिम रूप से लेन-देन फीस प्रेषित करें ताकि उन्हें बोली जमा करने के लिए पर्याप्त समय मिल सके।

निविदा प्रदान किए जाने तक निविदा की पूरी प्रक्रिया के दौरान अपलोड की गई निविदाओं /शुद्धिपत्रों के बारे में जानकारी केवल ईमेल द्वारा भेजी जाएगी। इसलिए वेंडरों को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी के साथ अपना पंजीकरण कराते समय उनके द्वारा दी गई ईमेल आईडी वैध और अद्यतन है। वेंडरोंसे यह भी अनुरोध है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाणपत्र) की वैधता सुनिश्चित करें।

एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-निविदा को एक्सेस नहीं किया जा सकता।

ई-निविदा में बोली लगाना :

1. बयाना जमा राशि **₹ 25,064/- 13 मार्च 2023 को अपराह्न 15:00** बजे तक या उससे पहले भारतीय रिज़र्व बैंक के खाते में प्रेषित की जाएगी। एनईएफटी/ आरटीजीएस लेनदेन के लिए खाता विवरण निम्नानुसार हैं

**लाभार्थी का नाम: आर बी आई ,चेन्नै**

**आईएफएससी: RBIS0CNPA01**

**खाता संख्या: 186003001**

लेनदेन संख्या (स्कैन की गई प्रति) के साथ प्रेषण का साक्ष्य संलग्न/ अपलोड किया जाए। बोलीकर्ताओं को लेन-देन संख्या (स्कैन प्रति) का साक्ष्य [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in) पर भी भेजने के लिए सूचित किया जाता है।

इच्छुक बोलीकर्ता नियत तारीख से पहले बैंक द्वारा निर्धारित प्रारूप (अनुलग्नक डी) में भारतीय रिज़र्व बैंक के पक्ष में आहरित अनुसूचित बैंक द्वारा जारी डिमांड ड्राफ्ट या बैंक गारंटी के रूप में भी ईएमडी जमा कर सकते हैं और ऊपर निर्धारित समय। जिन बोलीदाताओं ने आवश्यक ईएमडी जमा नहीं की है, उनकी निविदाओं पर बैंक द्वारा विचार नहीं किया जाएगा।

बोलीदाताओं द्वारा जमा की गई ईएमडी पर कोई ब्याज देय नहीं होगा। असफल बोलीदाताओं की ईएमडी निविदा आमंत्रित करने वाले प्राधिकारी द्वारा यथासमय वापस/वापस कर दी जाएगी। सफल बोलीदाता द्वारा भुगतान की गई ईएमडी संविदा के करार के सफल निष्पादन और सफल विक्रेता द्वारा नीचे दिए गए अनुसार स्वीकृत संविदा मूल्य के 5% के लिए कार्यनिष्पादन बैंक प्रतिभूति गारंटी प्रस्तुत करने के बाद बिना किसी ब्याज के जारी की जाएगी।

- 2 इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली जमा करने के लिए इलेक्ट्रॉनिक बोली प्रक्रिया शामिल- हैं।
- 3 वेंडर जिन्होंने लेनदेन शुल्क जमा किया है केवल वे ही एमएसटीसी की वेबसाइट [www.mstcecommerce.com](http://www.mstcecommerce.com) → **e-procurement** → **PSU/Govt. depts.** → **Login under RBI** → **My menu** → **Auction Floor Manager** → **live event** → **Selection of the live event.** के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली जमा कर सकते हैं।
- 4 वेंडरों के पास रनिंग जावा एप्लिकेशन होना चाहिए। बोली फ्लोर के शुरू होने के तुरंत बाद ही यह कार्य किया जाना है। उसके बाद उन्हें सामान्य शर्तें / वाणिज्यिक विनिर्देशन भरकर उन्हें सेव करना होगा। इसके बादवे तकनीकी बोली पर क्लिक करें। यदि यह जावा एप्लीकेशन काम नहीं कर रहा है तो वेंडर अपनी तकनीकी बोली को सेव/ प्रस्तुत नहीं कर पाएंगे।
- 5 तकनीकी बोली भरने के बाद, वेंडरों को उसकी रिकॉर्डिंग के लिए 'सेव' पर क्लिक करना होगा। एक बार वाणिज्यिक बोली लिंक एक्टिव हो जाती है और विवरण भर दिया जाता है तो वेंडरों को वाणिज्यिक बोली को रिकार्ड करने के लिए "सेव" पर क्लिक करना होगा। तकनीकी बोली और वाणिज्यिक बोली दोनों को सेव करने के बाद , वेंडरों को बोलियां पंजीकृत करने के लिए "फाइनल सबमिशन" बटन पर क्लिक करना होगा।
- 6 वेंडरों को दस्तावेजों को अपलोड करने के लिए **Attach Doc button** का उपयोग करने का निर्देश दिया जाता है। एक से अधिक दस्तावेज अपलोड किए जा सकते हैं।
- 7 सभी मामलों में, वेंडरों को अपनी बोलियां जमा करते समय डिजिटल हस्ताक्षर के साथ अपने आईडी और पासवर्ड का उपयोग करने के बारे में सूचित किया जाता है।
- 8 संपूर्ण ई निविदा प्रक्रिया-के दौरान, निविदाकर्ता पूरी तरह से एक दूसरे से और हर किसी के लिए भी अज्ञात रहेंगे।
- 9 ईनिविदा फ्लोर पूर्व घोषित दिनांक और समय से और ऊपर वर्णित अवधि के लिए खुला रहेगा।-
- 10 ईनिविदा प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां वेंडर पर कानूनी रूप से - बाध्यकारी होंगी। किसी भी बोली को उस वेंडर द्वारा दी गई वैध बोली के रूप में माना जाएगा और खरीदार द्वारा इसकी स्वीकृति दिए जाने पर खरीदार और वेंडर के बीच आपूर्ति के निष्पादन के लिए बाध्यकारी संविदा बनेगी।
- 11 सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ जमा की जानी अनिवार्य हैं अन्यथा सिस्टम द्वारा इसे स्वीकार नहीं किया जाएगा।

12 खरीदार के पास बिना कोई कारण बताए निविदा को रद्द या अस्वीकार करने या स्वीकार करने या वापस लेने या निविदा को पूर्ण रूप से या उसके भाग में विस्तार करने का अधिकार सुरक्षित है।

निविदा दस्तावेज के नियम और शर्तों में किसी प्रकार का विचलन स्वीकार्य नहीं है। किसी भी वेंडर द्वारा ई-निविदा प्लोर में बोली जमा करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है। इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा नियंत्रित होगा। निविदा आमंत्रित करने वाले प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली (यों) की प्राप्ति की निर्धारित तिथि में विस्तार करने का अधिकार है।

वेंडरों से अनुरोध किया जाता है कि वे बोली लगाने से पहले अपने आपको सिस्टम से परिचित करवाने के लिए वेंडर गाइड को पढ़ लें और पृष्ठ [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) में वीडियो देखें।

निविदाकारों से अनुरोध है कि वे कार्य संविदा की दरें जीएसटी के बिना कोट करें। कोट की गई दरों में कोई परिवर्तन स्वीकार नहीं किया जाएगा।

## **IMPORTANT INSTRUCTIONS FOR E – PROCUREMENT**

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

### **Process of e-Tender:**

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID MUST BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI/MSTC, (before the scheduled time of the e-tender).

### **Contact person (RBI):**

1. Shri. P. Chandrasekar (Manager, Estate Department)  
044-2539 9027/ ([pchandrasekar@rbi.org.in](mailto:pchandrasekar@rbi.org.in))
2. Shri. Kshitij Dahat (AM, Estate Department)  
044- 2539 9240 / ([kgdahat@rbi.org.in](mailto:kgdahat@rbi.org.in))

### **Contact person (MSTC Ltd):**

1. Shri. Shanmugam - 9176397264



Email id: [nshanmugam@mstcindia.co.in](mailto:nshanmugam@mstcindia.co.in)

2. Shri. J Damodaran– 9841002253

Email id: [jdmodaran@mstcindia.co.in](mailto:jdmodaran@mstcindia.co.in)

3. MSTC Help Line:9499054101/2/3/4.

Email id : [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)

Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

## **B) System Requirements:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

The Techno-commercial Bid and the Price Bid shall must be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/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:**

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors must select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

## **NOTE**

Bidders are advised to remit the transaction fee well in advance before the closing time of

the event so as to give themselves sufficient time to submit the bid.

Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

### **Bidding in e-Tender:**

- 1. Earnest Money Deposit** for a sum of ₹25,064/- shall be remitted by all intending tenderer to Bank Account of Reserve Bank of India on or before 15:00 Hrs on March 13, 2023. The account details for NEFT transactions are as follows.

**Beneficiary Name: RBI CHENNAI**

**IFSC: RBIS0CNPA01 (5th and 10th digit is Zero)**

**Account No: 186003001**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded and also you are advised to send the proof of remittance with transaction number (scanned copy) to estatechennai@rbi.org.in.

Intending bidders may also remit the EMD in the form of a Demand Draft or a Bank Guarantee, issued by a scheduled bank drawn in favour of the Reserve Bank of India, in the format prescribed by the Bank (Annexure D) before the due date and time prescribed above. Tenders of those bidders who have not submitted the required EMD will not be considered by the Bank.

No interest will be paid on the EMD remitted by the bidders. EMD of the unsuccessful bidders will be refunded / returned by the tender inviting authority in due course. The EMD paid by the successful bidder shall be released without any interest after successful execution of the contract agreement and submission of **Performance Bank Security Guarantee for 5% of the accepted Contract Value** as provided herein below, by the successful vendor.

- 2.** The process involves electronic bidding for submission of Technical and Commercial Bid.
- 3.** 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](http://www.mstcecommerce.com) → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- 4.** The vendor should have a running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they must fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.

5. After filling the Technical Bid, vendors must click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors must click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor must click on the "Final submission" button to register the bids
6. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
7. In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
8. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
9. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
10. 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.
11. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
12. 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.

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

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

**Tenderer are requested to quote rates without GST on works contract. No change in quoted rates will be accepted.**

## निविदा फार्म

स्थान:  
दिनांक:

श्री एस.एम.एन. स्वामी  
क्षेत्रीय निदेशक, तमिलनाडु और पुदुच्चेरी  
संपदा विभाग  
भारतीय रिज़र्व बैंक  
फोर्ट ग्लेसिस, राजाजी सालै  
चेन्नै – 600 001

महोदय

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित शर्तों की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल को देखकर एवं जांचकर तथा निविदा को प्रभावित करने वाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर, मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर और दर पर हर प्रकार से निविदा की शर्तों, विशेष शर्तों, मात्रा अनुसूची और संविदा की शर्तों में संदर्भित लिखित अनुदेशों के अनुसार और इसके लिए उपलब्ध कराई गई सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहां तक वे लागू हों, उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ/ रखते हैं।

### ज्ञापन

क.	कार्य का विवरण	चेन्नै में स्थित बैंक के मुख्य कार्यालय तथा पी.एच. रोड, बेसेंट नगर और सी.एच. रोड में स्थित बैंक के स्टाफ क्वार्टरों में रिवर्स ऑस्मोसिस संयंत्र के संचालन और रखरखाव के लिए व्यापक वार्षिक रखरखाव संविदा
ख.	एएमसी अवधि	01 अप्रैल 2023 से 31 मार्च 2024 तक
ग.	अनुमानित लागत	रु 12.53 लाख (जीएसटी सहित)
घ.	बयाना जमा राशि	रु 25,064/- सफल बोलीकर्ता से
ड.	बैंक गारंटी / सुरक्षा जमा	अनुबंध मूल्य का 5% (सफल बोलीदाता द्वारा प्रस्तुत किया जाना है)।

- यदि यह निविदा स्वीकार हो जाती है तो मैं/ हम यहाँ संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को, जहाँ तक वे लागू होते हैं, पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर उक्त शर्तों में वर्णित राशि जब्त किए जाने और भारतीय रिज़र्व बैंक को अदा करने के लिए सहमत हूँ/ हैं।
- आगे, मैं/ हम आरओ संयंत्र परिचालक को काम पर लगाने और संविदाकारों के लिए सामान्य अनुदेश में उल्लिखित अनुसार भारत सरकार, श्रम और रोजगार मंत्रालय द्वारा निर्धारित न्यूनतम मजदूरी के अनुसार भुगतान करने और साथ ही ईपीएफ, ईएसआई लाभ (यदि लागू हो) का भुगतान करने के लिए एतद्वारा सहमत हूँ/ हैं।

3. हमारे बैंकर निम्नानुसार हैं (पूरा पता) :

(i)	
(ii)	

4. हमारी फर्म के भागीदारों के नाम हैं:

(i)	
(ii)	

फर्म के भागीदारों के नाम जो हस्ताक्षर करने के लिए प्राधिकृत हैं	
अथवा	
निविदा पर हस्ताक्षर करने के लिए मुख्तारनामा (पावर ऑफ अटर्नी) रखने वाले व्यक्ति का नाम (मुख्तारनामा की प्रमाणित प्रतिलिपि संलग्न की जानी चाहिए ।)	

भवदीय

संविदाकार के हस्ताक्षर

साक्षियों के हस्ताक्षर और पते

क्र.सं.	हस्ताक्षर	पता
(i)		
(ii)		

## FORM OF TENDER

Place.....

Date.....

Shri S.M.N. Swamy  
Regional Director for Tamil Nadu & Puducherry  
Estate Department  
Reserve Bank of India  
Fort Glacis, Rajaji Salai  
Chennai - 600 001.

Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified at the rates mentioned in the attached Schedule of Quantities, specifications, and in accordance, in all respects, with the specifications, Designs, Drawings and instructions in writing referred to in Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Tender/Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

(a)	Description of work:	<b>Comprehensive Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis Plants at Main Office Premises and Staff Quarters at P.H Road, Besant Nagar and C.H Road in Chennai.</b>
(b)	AMC Period	April 01, 2023 to March 31, 2024.
(c)	Estimated cost	₹ 12.53 Lakh (Inclusive of 18 % GST)
(d)	Earnest Money	₹ 25,064/- from each bidder.
(e)	Performance Bank Guarantee/Security Deposit	<b>5% of the contract value(to be submitted by the successful bidder)</b> from a scheduled bank.

1. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed hereto, so far as they may be applicable or in default thereof to forfeit, and pay to the Reserve Bank of India, the amount mentioned in the said conditions.
2. Further, I/We hereby agree to engage RO plant Operator and make payment to him as per Minimum Wages stipulated by Ministry of Labour & Employment, Government of India, together with EPF, ESI benefits (if applicable) as mentioned in General Instructions to contractors.

3. Our Bankers are: (Full Address)

(i)	
(ii)	

4. Names of Partners of our firm are:

(i)	
(ii)	

Name of the Partner of the firm authorized to sign	
Or	
Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).	

Yours faithfully,

Signature of Contractor

Signature and Address of Witnesses:

Sl. No	Signature	Address
(i)		
(ii)		

## एएमसी करार AMC Agreement

### करार की शर्तें/ Articles of Agreement

करार की शर्तें एक ओर मेसर्स ----- जिसका पंजीकृत कार्यालय ..... चेन्नै में स्थित है (जिसे इसके बाद संविदाकार कहा गया है)

और

दूसरी ओर भारतीय रिज़र्व बैंक, चेन्नै जिसका केंद्रीय कार्यालय मुंबई 400001 में है और जिसका गठन भारतीय रिज़र्व बैंक अधिनियम, 1934 के उपबंधों के अंतर्गत किया गया है (जिसे इसके बाद "बैंक" कहा गया है) के बीच ..... के-----दिन, वर्ष ----- को की गई हैं।

ARTICLES OF AGREEMENT made on this the \_\_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ Chennai – 600001, (hereinafter called the CONTRACTOR) of the

One Part

and

The RESERVE BANK OF INDIA, Chennai, having its Central Office at Mumbai, constituted under the provisions of the Reserve Bank of India Act, 1934 (hereinafter called the "The Bank") of the other part,

जबकि बैंक चेन्नै में स्थित बैंक के मुख्य कार्यालय भवन तथा पी.एच. रोड, बेसेंट नगर और सी.एच. रोड में स्थित बैंक के स्टाफ क्वार्टरों में रिवर्स ऑस्मोसिस संयंत्र के संचालन और रखरखाव के लिए व्यापक वार्षिक रखरखाव संविदा प्रदान करने हेतु इच्छुक है।

Whereas the Bank is desirous of provision of **Comprehensive Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis Plant at Bank's Main Office Building and at Bank's Staff quarters located in C.H Road, Besant Nagar and P.H Road, Chennai.**

और जबकि संविदाकार मूल एएमसी के अनुसार सहमत नियत शर्तों और कार्य की व्याप्ति में विस्तार से दिए गए अनुरूप और बाद में आपसी सहमति के अनुसार कार्य में कुछ जोड़ने/ घटाने के कारण कार्य में होने वाली वृद्धि/ कमी, प्रकट और निहित रूपों में मूल रूप से दोनों द्वारा सहमत किए गए अनुसार और प्राकृतिक रूप से एएमसी की प्रकृति से उत्पन्न होने वाली शर्तों (जिन सभी को इसके बाद सामूहिक रूप से उक्त "शर्तें" कहा गया है) के अनुसार काम को जो उपर्युक्त कार्य की व्याप्ति में वर्णित है, एएमसी में निर्धारित दर, जो उसके अंतर्गत देय होगी, पर (इसके बाद इसे "उल्लिखित संविदा राशि" कहा गया है) करने के लिए सहमत है।

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in Conditions of Contract and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "CONDITIONS") the works described in the said scope of work at the AMC rate as shall become payable thereunder (hereunder referred to as the said AMC contract amount).

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. संविदाकार उक्त शर्तों/ एएमसी प्रदान करने संबंधी पत्र में उल्लिखित समय और नियत तरीके से उपर्युक्त एएमसी संविदा राशि के भुगतान करने के मद्देनज़र, उक्त शर्तों के अधीन निविदा शर्तों के अंतर्गत कार्य की व्याप्ति में वर्णित किए अनुसार कार्य को निष्पादित और पूरा करेगा।



In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the CONTRACTOR shall upon and subject to the said conditions execute and complete the work described in the said scope of work under the tender conditions.

2. बैंक, संविदाकार को उपर्युक्त संविदा राशि उक्त शर्तों में विनिर्दिष्ट समय और तरीके से अदा करेगा।  
The Bank shall pay the contractor the said contract amount at the time and in the manner specified in the said conditions.
3. आयकर विभाग द्वारा समय-समय पर जारी और वर्तमान में लागू दिशानिर्देशों के अनुरूप बैंक स्रोत पर कर (टीडीएस) और अन्य किसी कानून के अंतर्गत लागू कटौती करेगा। संबंधित कानून में दिए गए अनुसार कटौती नहीं किए जाने के लिए उपयुक्त प्रमाणपत्र निर्धारित समय सीमा के अंदर बैंक द्वारा ऐसी कटौती किए जाने से पूर्व प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी।  
The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and any such deductions under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.
4. महाप्रबंधक/उपमहाप्रबंधक/सहायक महाप्रबंधक, संपदा विभाग, चेन्नै बैंक की ओर से प्राधिकृत प्राधिकारी हैं।  
The General Manager/Deputy General Manager/Assistant General Manager, Estate Department, Chennai is the Authority authorized on behalf of the Bank.
5. एएमसी प्रदान करने संबंधी पत्र, करार और यहां उल्लिखित दस्तावेज इस संविदा के आधारभूत घटक होंगे।  
The AMC award letter, agreement and document mentioned herein shall form the basis of this contract.
6. यह संविदा रु (मात्र ----- रुपये)-/----- की दर पर है।  
This contract is at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
7. संविदाकार द्वारा नियुक्त व्यक्तियों के कार्यों/ गलतियों के कारण या संविदाकार के कार्यों/ गलतियों के कारण बैंक को हुए किसी नुकसान/ हानि की भरपाई संविदाकार द्वारा की जाएगी।  
The CONTRACTOR shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.
8. यह संविदा **01 अप्रैल 2023** से **31 मार्च 2024** तक **12** माह के लिए वैध है और इस संविदा की किसी शर्तों के उल्लंघन या यदि बैंक संविदाकार की सेवा से संतुष्ट नहीं है तो एक महीने का अग्रिम नोटिस देकर बैंक के पास इस संविदा को समाप्त करने का अधिकार है और ऐसी स्थिति में संविदाकार किसी प्रकार की क्षतिपूर्ति/ भरपाई के लिए हकदार नहीं होगा और रु **25,064/-** की प्रतिभूति जमा राशि लौटाई नहीं जाएगी।  
This contract is valid for a period of **12 months** from **April 01, 2023 to March 31, 2024** and the Bank is entitled to terminate the contract by giving one month notice, in case of violation of any of the Terms of this Contract or in case it is not satisfied with the service of Contractor in which case, the Contractor is not entitled for any Compensation/damages and security deposit amount shall not be refunded.
9. संविदा को समाप्त किए जाने या इसका समय पूरा हो जाने पर संविदाकार बैंक के मुख्य कार्यालय परिसर और आवासीय कॉलोनीयों में स्थित आरओ संयंत्र कक्ष/ शेड को खाली करेगा और बैंक से संबंधित सभी सामान/ सामग्री/ संपत्ति बैंक को वापस करेगा।  
On termination of the Contract or on expiry of the Contract, the Contractor shall vacate the R.O. Plant Room / shed in the Banks Main Office Premises and Residential Colonies of the Bank and shall hand over or return all the articles / materials / property that belong to the Bank.

10. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।  
All payments by the Bank under this contract will be made only at Chennai.
11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।  
All disputes out of or in any way connected with this contract shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to determine the same.
12. यह सूचित किया जाता है कि संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/ सिस्टम/ उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या परोक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने के बाद भी बना रहेगा।  
It is advised that 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 while discharging his contractual obligations in connection with this agreement, to any third party and shall always hold the same in strict 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.
13. उक्त शर्तें इस करार के साथ पढ़ी जाएंगी और इस करार का भाग मानी जाएंगी एवं इससे संबंधित दोनों पार्टियां उक्त शर्तों का पालन करेंगी तथा अपने-अपने भाग को उक्त शर्तों के अनुसार पूरा करेंगी।  
The said conditions shall be read and construed, as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement of their part respectively in the said conditions contained.
14. संविदाकार ने इस संविदा के विभिन्न भागों को पढ़ और पूरी तरह से समझ लिया है, इसके साक्ष्य के रूप में संविदाकार ने अपनी मुहर (यदि कोई हो तो) लगाई है और बैंक ने भी अपने प्राधिकृत अधिकारी के माध्यम से दोनों की उपस्थिति में हस्ताक्षर किए हैं और उपर्युक्त लिखे गए दिन, माह और वर्ष के दिन दो प्रतियों में दोनों पक्षों द्वारा हस्ताक्षर किए गए हैं।  
That the several parts of this contract have been read by the contractor and fully understood by the contractor, in witness whereof the contractor has caused its seal (if any) to be affixed hereunto and the Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf on the day, month and year first here above written.

15. मासिक बिल/एकमुश्त शुल्क का भुगतान एनईएफटी/आरटीजीएस के माध्यम से **45 दिनों** के भीतर निविदा में उल्लिखित आवश्यक दस्तावेजों के साथ सही चालान जमा करने पर किया जाएगा, बैंक से भुगतान की प्रतीक्षा किए बिना ठेकेदार द्वारा कर्मचारियों को मजदूरी का भुगतान किया जाना चाहिए। उक्त दस्तावेजों के बिना प्रस्तुत किए गए बिलों को भुगतान के लिए संसाधित नहीं किया जाएगा।  
Payment of monthly bills /lump sum charges will be paid through NEFT/RTGS within **45 days** on submission of correct invoice along with requisite documents as mentioned in the tender. Wages must be paid to the employees by the contractor on time without waiting for the payment from the Bank. The bills submitted without the said documents shall not be processed for payment.
16. संविदाकार संविदा में उल्लिखित अनुसार कार्य की प्रगति की अपेक्षित दर और कार्य की गुणवत्ता के अनुरूप कारीगरी को सुनिश्चित करने के लिए भारतीय रिज़र्व बैंक की संतुष्टि के अनुरूप पर्याप्त संख्या में मजदूरों की नियुक्ति करेगा। संविदाकार कार्य के संबंध में ऐसे किसी भी व्यक्ति को काम पर नहीं लगाएगा जो **21** वर्ष से कम की आयु का हो।  
The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Bank. The Contractor shall not employ in connection with the works any person who has not completed twenty-one years of age.
17. संविदाकार द्वारा काम पर लगाए गए सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी।  
All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers/employees.
18. संविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों को सीधे ही मजदूरी का भुगतान करेगा जो कि न्यूनतम मजदूरी अधिनियम के अनुसार उचित मजदूरी से कम नहीं होगी। उचित मजदूरी का अर्थ है वह मजदूरी जिसमें साप्ताहिक अवकाश के दिन के लिए मजदूरी और समय अथवा कार्य के भाग के लिए अन्य भत्ते शामिल होंगे। यह मजदूरी ऐसे ही रोजगार के लिए आसपास प्रचलित बाजार दर के आधार पर होगी लेकिन यह भारत सरकार के न्यूनतम मजदूरी अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होगी।  
The Contractor shall pay to the labour employed by him directly the wages not less than the fair wages as per Minimum Wages Act of Government of India. Fair wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act Government of India.
19. संविदाकार मजदूरी संदाय अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938, कर्मकार प्रतिकर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, प्रसूति प्रसुविधा अधिनियम, 1970, ठेका श्रम (विनियमन और उत्सादन) अधिनियम, 1970, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (निवारण, निषेध एवं निदान) अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इससे संबंधित अन्य कानून और समय-समय पर बनाए गए नियमों का पालन करेगा।  
The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, The Contract Labour (Regulation & Abolition) Act, 1970, Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time.

20. संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक क्षतिपूर्ति प्रदान करेगा और उसे क्षतिपूर्ति रक्षित रखेगा
- कार्य के निष्पादन से/ दौरान होने वाली तीसरी पार्टी के नुकसान/ व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा।
  - कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/ क्षति से उत्पन्न दावा।
  - लागू पीएफ/ श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा।

The Contractor shall indemnify and keep indemnified the Reserve Bank of India against:

- Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
  - Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - Any claim due to non-compliance of applicable Minimum Wages/Labour laws, PF, ESI, regulations etc.
21. संविदाकार कार्य शुरू होने से पहले सभी आवश्यक बीमा कवर नामतः कामगार प्रतिकर पॉलिसी और तीसरी पार्टी/ सार्वजनिक देयता प्रति व्यक्ति रुपये 2 लाख के लिए आरबीआई का नाम पहले रखते हुए अपनी लागत पर लेगा।  
The contractor shall take necessary insurance covers namely Workmen Compensation Policy and third party/public liability for 2 Lakh per person in the Joint Name of RBI and the contractor, with Reserve Bank of India as the first name, at their cost, before commencement of the work.
22. संविदाकार ठेका श्रम (विनियमन और उत्सादन) अधिनियम, 1970 के सभी प्रावधानों का अनुपालन करेगा। अंतिम बिल जारी करने से पूर्व संविदाकार इस आशय का प्रमाणपत्र प्रस्तुत करेगा कि उसने कार्य पूरा करने के लिए काम पर लगाए गए सभी प्रकार के मजदूरों के लिए पूरी बकाया राशि का भुगतान किया है और यह भुगतान न्यूनतम मजदूरी अधिनियम, 1949 के तहत निर्धारित मजदूरी से कम नहीं है और उसने ठेका मजदूरी करने के लिए आवश्यक सुविधाएं उपलब्ध कराने के संबंध में सीएलआरए अधिनियम के प्रावधानों का पालन किया है।  
The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.
23. संविदाकार/ एजेंसी कार्यस्थल पर महिलाओं का यौन उत्पीड़न (निवारण, निषेध एवं निदान) अधिनियम, 2013 ("अधिनियम") के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/ एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी और संविदाकार/ एजेंसी उक्त शिकायत के संबंध में उक्त अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगी।  
The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the Residential colony of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
24. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।  
Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति में प्रदान की जाने वाली किसी भी मौद्रिक क्षतिपूर्ति के लिए संविदाकार उत्तरदायी होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

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

कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

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

25. संविदाकार बैंक बैंक के परिसर /आवासीय कॉलोनियों में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises/residential colonies.

26. जोखिम खंड: मौजूदा व्यवस्था की किसी भी विफलता के मामले में अनुबंध के तहत काम करने के लिए ठेकेदार के पास हमेशा अतिरिक्त व्यवस्था होगी। यदि सेवाएं असंतोषजनक पाई जाती हैं तो बैंक किसी भी समय एक महीने का लिखित नोटिस देकर अनुबंध को समाप्त करने का अधिकार सुरक्षित रखता है और ठेकेदार की लागत, जोखिम और जिम्मेदारियों पर किसी अन्य चयनित निविदाकर्ता को अनुबंध देने का भी अधिकार रखता है। इस पर किए गए अतिरिक्त व्यय को भारतीय रिजर्व बैंक, चेन्नई द्वारा ठेकेदार की सुरक्षा जमा राशि या लंबित बिल से या एक अलग वसूली दावा करके वसूल किया जाएगा।

Risk Clause: The Contractor shall always have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. The Bank reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the RBI, Chennai from the Contractor's Security Deposit or pending bill or by raising a separate recovery claim.

27. विवाद समाधान: यह परस्पर सहमति है कि इस समझौते से उत्पन्न होने वाले या इसके संबंध में सभी मतभेद और विवाद आपसी चर्चा और बातचीत से सुलझाए जाएंगे यदि इस तरह के विवादों और मतभेदों को बातचीत और बातचीत से सुलझाया और हल नहीं किया जा सकता है तो वही होगा बैंक द्वारा नियुक्त एकमात्र मध्यस्थ को संदर्भित किया जाता है जिसका निर्णय अंतिम होगा और दोनों पक्षों पर बाध्यकारी होगा और कोई भी कानूनी विवाद केवल चेन्नई क्षेत्राधिकार के अधीन होगा।

Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Bank whose decision shall be final and binding on both the parties and any legal dispute will be subject to Chennai Jurisdiction only.

28. संविदा का नवीकरण: बैंक अपने स्वविवेक पर संविदाकार के कार्यनिष्पादन को संतोषजनक पाए जाने पर इस एएमसी का नवीकरण वर्ष 2024-25 और 2025-26 के लिए करने पर विचार करेगा, जिस पर पूर्वोक्त निबंधन व शर्तें लागू होंगी तथा मौजूदा न्यूनतम मज़दूरी के आधार पर दरों में बढ़ोतरी/ कमी होगी। इस संबंध में बैंक का निर्णय अंतिम व बाध्यकारी होगा। इसके अलावा, सेवा प्रभागों में अधिकतम अनुमेय वृद्धि सीपीआई और डब्ल्यूपीआई सूचकांकों के आधार पर होगी, जिस पर निर्णय बैंक द्वारा लिया जाएगा।

**Renewal of contract:** At the sole discretion of the Bank, the AMC shall be considered for further renewal for the years, 2024-25 and 2025-26, on same terms and conditions with applicable increase / decrease in rates, based on the prevailing Minimum Wages, provided the Bank finds the services of the Contractor satisfactory. The decision of the Bank in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

29. किसी भी विवाद के मामले में, अंग्रेजी में समझौते के खंड अंतिम रूप में विचार किया जाएगा और ध्यान में रखा ।  
In case of any disputes, agreement clauses in English will be considered as final and taken into consideration.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY

Contractor Signature seal Address	Authorized Signatory of RBI Designation & Address
Witness Signature Name and Address	Witness Signature Name and Address

हस्ताक्षर खंड:

निम्नलिखित द्वारा हस्ताक्षरित और सुपुर्द

संविदाकार हस्ताक्षर मुहर पता		आरबीआई के प्राधिकृत हस्ताक्षरी पदनाम और पता
साक्षी हस्ताक्षर नाम और पता		साक्षी हस्ताक्षर नाम और पता

## General Instructions to Contractors

E-Tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI Portal for the work '**Comprehensive Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis Plants at Main Office Premises and Staff Quarters at P.H Road, Besant Nagar and C.H Road in Chennai**', not later than 3:00 PM on March 13, 2023.

1. The tender documents will be available for viewing/downloading for the intending bidders from 16:00 Hrs of February 01, 2023. The bidders who do not comply with the following pre- qualification criteria and have not submitted requisite EMD, will not be considered for opening of their tender Part-II.

i. The intending tenderer must have minimum 5 years of experience in carrying out the work of Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis plant. The similar work\* should have been completed on or before **December 31, 2022**.

ii. The intending tenderer must have executed successfully similar works\*, during **last five years** ending on **December 31, 2022** as under:

(a) Three works, each costing not less than Rs.5.01 Lakh.

OR

(b) Two works, each costing not less than Rs.6.27 Lakh.

OR

(c) One work, costing not less than Rs.10.02 Lakh.

iii. Should have service setup at **Chennai** for rendering after sales service.

iv. Only those OEMs/authorized dealers/distributers/firms who have a minimum yearly turnover of Rs.12.53 Lakh **during last 3 years** shall be considered eligible for tendering for the work.

v. Should submit a 'Solvency Certificate' issued by the intending bidder's Banker, specifically for the purpose of this tender for an amount, of Rs. 12.53 Lakh.

\*Similar Works means - works of Operation & Maintenance of Reverse Osmosis Plant.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractor, in detail should be submitted along with name(s) and address(es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
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(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the <b>detailed work orders</b> for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding <b>completion certificates</b> indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be submitted.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2019-20, 2020-21 and 2021-22 along with a certificate of Chartered Accountant indicating the turnover for these financial years should be submitted.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be submitted.

2. Part I of the tender will be opened at 16:00 hrs on March 13, 2023. Upon scrutiny of Part-I by the Bank, Part II of the **eligible tenderers** will be opened on a subsequent date under intimation, to the eligible bidders. Tenders shall remain valid for acceptance by the Bank for a period of **three months from the date of opening of Part I of the tender**, which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

3. Digital Signatures may be used to submit the tender in token of his/their acquainted etc. as laid down.

4. If any of the documents is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after the opening of the tender will be entertained.

5. **Earnest Money Deposit** for a sum of **₹25,064/-** shall be remitted to Bank Account of Reserve Bank of India on or before 15:00 Hrs, on March 13, 2023. The account details for NEFT transactions are as follows:



**Beneficiary Name: RBI CHENNAI**  
**IFSC: RBIS0CNPA01 (5th and 10th digit is Zero)**  
**Account No: 186003001**

Proof of remittance with transaction number (Scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with Transaction number (scanned copy) to [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in). **While making remittance of the said amount, 'EMD-ESTATE DEPARTMENT' must be mentioned in the remarks column.**

Intending bidders may also remit the EMD in the form of a Demand Draft or a Bank Guarantee, issued by a scheduled bank drawn in favour of the Reserve Bank of India, in the format prescribed by the Bank (Annexure D) before the due date and time prescribed above. Tenders of those bidders who have not submitted the required EMD will not be considered by the Bank.

No interest will be paid on the EMD remitted by the bidders. EMD of the unsuccessful bidders will be refunded / returned by the tender inviting authority in due course.

**6. The successful bidder shall furnish an amount of 5% of the contract value in the form of online transfer (NEFT/RTGS) to RBI A/c or Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (Annexure - E) towards security deposit for the due fulfilment of the contract.** The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period. It may be noted that no interest shall be paid on Security Deposit. If the contractor fails to fulfil the contractual obligations, the Security Deposit will be forfeited by the Bank.

The EMD paid by the successful bidder shall be released without any interest after successful execution of the contract agreement and submission of **Performance Bank Security Guarantee or online transfer (NEFT/RTGS) to RBI A/c for 5% of the accepted Contract Value** as provided above, by the successful vendor.

The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The **EMD / Performance Security Bank Guarantee** submitted by the successful bidder shall be forfeited in case the successful bidder fails to commence the work awarded to her / him / them within the prescribed time limit.

7. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money will be refunded to the tenderer if his tender is not accepted but without any interest. Under no circumstance Earnest Money Deposit will be accepted in the form of fixed deposit, receipt of Bank Guarantee, or cheque.

8. The Contractor shall not assign the Contract to any third person. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank.

9. For all intents and purpose, the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have

claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.

10. In case the lowest bidder happens to be ESI/EPF registered contractor, the expense/contribution made by the employer/contractor in this regard shall be reimbursed by the Bank on production of actual documentary evidence.

11. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within ten days thereof the successful tenderer shall sign a bilingual agreement in accordance with the draft agreement and the Schedule of Conditions, but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed

12. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract 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 appertaining thereto.

13. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Each invoice/bill shall indicate amongst other things, the contractor's PAN and GST Registration Number (if GST registered). The contract value will also be subject to TDS/Withholding Tax as per law.

14. The quoted contract value is **exclusive of GST** or its equivalent tax as per applicable statute and at the applicable rates at the relevant times and the same shall be reimbursed on actual basis, on production of documentary evidence.

15. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

16. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer with the prior consent in writing of the Bank.

17. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank's engineer and in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted. The successful tenderer should make his own arrangement to obtain all materials required for the work.

18. Every employee so engaged by the contractor shall wear uniform, a badge bearing his/her name, and safety shoes while on duty. The said uniform, badge and safety shoes shall be provided by the contractor at his own cost.

19. Evaluation of tenders:

The Price Bid consists of fixed component and variable component:

## I.FIXED COMPONENT:

A) Minimum Wages for labourers engaged in the contract according to Minimum Wages Act of Government of India.

## II.VARIABLE COMPONENT:

B) Service charges includes Contractor's Overhead Charges & Profit, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges for providing uniform to the workmen, cost of tools, supply of required consumables / spare parts such as membrane, cartridges, chemicals, P.V.C caps for sealing the bubble top containers supplied by the Bank, after filling water and other materials stated in the scope of contract or any other expenses applicable.

The bidders shall quote his/her rates, for the variable components i.e. Service Charges. The tenders will be evaluated, and the lowest bidder will be decided based on sum of A+B+C [i.e. Minimum Wages + Service Charges + GST as applicable].

20. Termination of services of any person deployed by the contractor shall be made by a letter of termination of contractor. Bank will not issue any letter in this regard.

21. Water & Electricity shall be provided free of cost for execution of the work at convenient place. Contractor must make his own arrangement for using water and electrical supply at end point. The contractor shall however take care to ensure that no undue wastage of water/electricity is caused. All necessary safety measures shall be taken by the contractor to avoid any mishap/accident. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.

22. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over and whenever required by the Bank.

23. The contractor shall be responsible to maintain all property and equipment of the RBI entrusted to him/her. Any damage or loss caused by the contractor's persons to the Bank in whatever shape would be recovered from the contractor.

24. The Bank does not recognize any employee employer relationship with any of the workers of the contractor and their services shall be automatically discontinued with the termination of the contract.

25. In the event of any provisions of the contract, requiring to be modified, after the agreement has been signed, the modifications shall be made in writing and signed by the Bank and the contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Bank unless and until the same are incorporated in a formal instrument and signed by the Bank and the contractor. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after expiry of the contract.

26. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

27. The tenderer should credit the salary directly to the bank a/c of their staff and submit monthly bank statement showing payment of salary along with invoice. The Contractor will be responsible for opening bank accounts for their workmen. The onus of making available, all the individual accounts statements of the workmen, if demanded by the Bank is the sole responsibility of the contractor. In case the Bank receives, any complaint or if the Bank observes that the payment to the workmen are not being made as per law, the Bank shall have right to make payment to these workers at the risk and cost of the Contractor. The Bank shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor on account of any such statutory obligation.

28. The Contractor shall depute persons who are physically fit for carrying out the work. The contractor shall engage only those employees; whose age is not less than 21 years.

29. The contractor shall make available the services of the operator as per the timings mentioned below

Sl. No.	Location of the R.O. Plant.	Number of Plant Operators required to be employed.	Timings
1	Reserve Bank of India Main Office Premises & Staff Quarters at Besant Nagar.	1	9.00 am-5.30 pm (Half-a-day at each premises).
2	Reserve Bank Staff Quarters at P.H Road and C.H Road.	1	9.00 am-5.30 pm (Half-a-day at each premises).

The above employees should be employed on all the seven days of the week, throughout the year, except National Holidays viz. January 26, May 01, August 15 and October 02 as mentioned in the Tamil Nadu Industrial Establishment Act, 1958).

30. However, the timings for a specific location, may be changed, as per the convenience of the Bank and as decided by the Bank's Engineer.

31. The contractor should ensure, that minimum number of persons as stated, in scope of work is deployed daily. **They should work on all days of the week.** The contractor may ensure weekly-off, to their workmen, by suitable arrangements, but it should be ensured that the services of an alternate skilled & experienced Operator is always available, as per the timings indicated for each Plant. In case of absence of an Operator, the contractor should ensure that the services of an alternate Operator, is always available for uninterrupted Operation and Maintenance of the Plant, the cost for such arrangement must be included in their quote and no additional cost will be paid separately for such arrangement.

32. The work force to be deployed, will be screened for technical capability by the Department to ensure the deployment of suitable candidates by the contractor.

**33. Penalty:**

The Contractor shall maintain an attendance register duly certified by designated Bank's staff and attach a copy of the same with monthly bills failing which no payments shall be released. **In case, the Plant Operator, deployed by the contractor is absent and the contractor is unable to provide suitable substitute, an amount equal to the Minimum Wages of the absent personnel, for the number of days absent, with an additional penalty of Rs.500/- per day of absence, shall be levied by the Bank and the same shall be deducted from the monthly bills, payable to the contractor.**

**In case of absenteeism, the contractor needs to send a suitable alternative person as a substitute. The contractor is advised to keep one extra skilled / trained person, capable of operating & maintaining the R.O Plant, in case of absenteeism, the next person can act as replacement, without hampering any operations & maintenance activities.**

34. The bidders are advised to visit the R.O Plants, under the scope of the tender, after obtaining prior permission from the Bank's engineers and acquaint themselves of the site conditions, before submitting their tender.

35. The bidders are advised to submit the tender, based strictly on the General Conditions of the Contract and scope of works as specified in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the price bid. Any tender containing deviation from the laid terms and conditions is liable to be rejected.

36. The contractor shall comply with the provisions of all labour legislation including the requirement of:

- a) The payment of Wages Act
- b) Employers liability Act, including P.F Act, Gratuity Act, etc.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation and Abolition) Act
- e) Apprentices Act
- f) Any other act or enactment relating thereto, and rules formed there under, from time to time.

37. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of submitting the tender and for entering into a contract 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. The Bank's decision, in such cases shall be final and shall not be open to arbitration.

38. The contractor shall strictly comply with the provisions of Contract Labour Acts or any other Act pertaining to the contract labour, that may be in force or that may be introduced during the currency of contract. Compliance of such acts, now or subsequently will be at the contractor's cost.

39. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

40. If the successful contractor fails to comply with any of the conditions of the contract, his name will be delisted/removed from the Bank's approved/empanelled list & no work will be awarded in future.

41. In case any deficiency in the services, non-use of approved materials is observed or brought to notice of the office, a proportionate/ appropriate amount from the monthly bill will be deducted as penalty for deficiency in services and in any case, it will not be refunded to the contractor, in future.

42. The Contractor and his staff shall be under the general supervision and control of the Bank's Engineer / officials, deputed by the Bank for that purpose and shall obtain necessary instructions from him for the day-to-day work in the Bank's premises.

43. The Contractor should note that smoking, consumption of alcohol, chewing pan / tobacco etc is strictly prohibited in the Bank's premises and ensure that the workers deployed in the Bank's premises, strictly adhere to this prohibition.

50. The Contractor shall remove all workers deployed by them in the Bank's premises, immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/problem of any nature in the Bank's premises.

**51. Police Verification of all Workmen / Supervisors / Officials, entering in to the Bank's premises:** The successful tenderer shall obtain and submit, to the Bank, necessary 'Police Verification Certificate' for each of the workmen / supervisors / officials, who would be deployed at Bank's premises under scope of this contract, from Local Police Authorities, with respect to his/her identity records within 60 days of awarding the contract. Any change of deployment also needs to be submitted for the above provision without any lapses.

**56. Renewal of contract:** At the sole discretion of the Employer, the AMC shall be considered for further renewal for the year 2024-25 and 2025-26 on same terms and conditions with requisite increase / decrease in rates based on the applicable Minimum Wages provided the Employer finds the services of the Contractor satisfactory. The decision of the Employer in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

**57. Maintenance of registers and Log books.**

- i) An attendance register must be maintained with the Caretaker / Assistant Caretaker / Bank's officials and the employees deployed by the contractor should duly sign the same in the presence of the officials. In case of absence of regular employees, a separate column must be maintained for the additional/replacement employees.

- ii) A 'Log Book' containing all technical data, shall be maintained in each R.O. Plant. This 'Log Book' shall contain the details of day-to-day and periodical operations, quantity (input, output and reject) & quality parameters of water (both raw and treated), number of bottles filled, services / maintenance works carried out, defects noticed, action taken to rectify the noticed defects, details of spares replaced etc in consultation with Bank's Engineer. These registers shall be updated on a day-to-day basis and made available to the Bank's Engineer, for verification on a weekly basis.

**58. List of documents to be submitted along with monthly bills:**

Copy of following documents for a particular month, duly certified by the contractor to be submitted along with monthly bill for payment:

- i) Copy of Attendance Register.
- ii) Declaration for compliance of Contract Labour Act & Minimum Wages Act. Copies of relevant pages of 'Log Book' & 'Service Reports', showing various preventive maintenance works done, spares replaced etc.
- iii) Monthly 'Test Reports' of 'Raw' & 'Treated' water.
- iv) Bank statement showing payment of minimum wages to the workmen employee.
- v) Any other document as directed by Bank's Engineer / official.

**59. The contractor must submit a certificate every month certifying the following:**

- a) Wages of workers were credited to their bank accounts on \_\_\_\_\_ (Acknowledgement from the bank to be enclosed).
- b) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (Proof to be enclosed) (If applicable)
- c) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (Proof to be enclosed) (If applicable)
- d) We are complying with all statutory Labour Laws including Minimum Wage Act.

**60. Terms of Payment.**

- i) Payment in respect of manpower deployed by the contractor, will be made as per actual deployment and the firms / contractors are advised to submit proof of deployment by way of attendance registers and proof of payment of minimum wages along with their monthly bills for AMC charges.
- ii) Bank's official will verify the deployment of workmen at regular intervals, hence an attendance register should be maintained for verification by the Bank's officials.
- iii) The Contractors shall submit their monthly bill, for the AMC charges, along with copies of attendance register, duly certified by the Bank's officials concerned. Wages must be paid to the employees by the contractor without waiting for the payment from the Bank.
- iv) If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated. The contractor shall make, payment of monthly wages to the workmen deployed at Bank's premises under the scope of this tender, through bank accounts only, preferably by through NEFT. Cash payment in any form (Direct Cash Payment to workmen / Cash deposit in their accounts / Cash deposit in ATM / Payment through

Bearer Cheque) will not be considered valid by the Bank. If the contractor does not make payment through Bank account, RBI has every right to terminate the contract. Payments towards necessary PF, ESI, Bonus etc. are to be ensured as per existing statutory rules.

- v) Payment of monthly bills /lump sum charges will be paid through NEFT/RTGS within **45 days** on submission of correct invoice along with requisite documents as stated above, Wages must be paid to the employees by the contractor without waiting for the payment from the Bank.
- vi) In case, if the Bank requires deployment of additional workmen, for any reason, whatsoever it may, the contractor must be able to provide such workmen on pro-rata basis of the contract.

#### 61. Security Deposit.

**The successful bidder shall furnish an amount of 5% of the contract value in the form of online transfer (NEFT/RTGS) to RBI A/c or Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.** The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period. It may be noted that no interest shall be paid on Security Deposit. If the contractor fails to fulfil the contractual obligations, the Security Deposit will be forfeited by the Bank.

#### 62. Insurance.

- i) The successful bidder, shall obtain and submit to the Bank, before commencement of the work, a '**Workmen Compensation Policy**', for the workmen, deployed by them, in the Bank's premises, under this contract, with a minimum coverage (insured amount), as per the Minimum / Actual Wages / salary paid to them and valid for one year, from the date of award of the AMC and thereafter for the subsequent years, if the AMC is renewed, by the Bank. The contractor shall indemnify the Bank, against any loss or damage that occurs to persons or property of the Bank or any third party, by obtaining and submitting a 'Third Party Liability Insurance Policy, 'with a minimum coverage (insured value) of Rs. 2 Lakh per person in case of accident to people and Rs. 5 Lakh for damage to property for one occurrence. The policies shall be obtained, in the joint names of Reserve Bank of India and the AMC contractor, from an insurance company, approved by the Bank, with Reserve Bank of India as the first name, at their cost, before commencement of the work.
- ii) The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:
  - a. Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work.
  - b. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - c. Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

**Note:** These policies mentioned above, shall be valid, till the completion of the work. If the contractor fails to obtain and submit the said policies, the Bank may obtain the same, at the risk & cost of the contractor and recover the cost towards the same, along with applicable penal charges, as the Bank may deem fit (up to double the premium amounts), from any



payments, due to the contactor.

**NOTWITHSTANDING ANYTHING SPECIFIED ABOVE, THE TENDERER SHALL BE RESPONSIBLE TO TAKE ALL MEASURES TO MAINTAIN THE SAFETY, LOOK, BEAUTY, CLEANLINESS, HYGIENE AND SANITATION OF THE BUILDINGS AND BANK'S PREMISES.**

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderer and will abide by the same.

## The Conditions hereinafter referred to

### Interpretation Clause

1. In construing these conditions, the specifications, scope of the work, contract agreement etc, the following words shall have the meanings here in assigned to them except where the subject or context otherwise required.

(a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.

(b) "Contractor" shall mean \_\_\_\_\_ (in the case of a Partnership) and trading 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.

(c) (In the case of "Contractor" shall mean Shri \_\_\_\_\_ trading in individual) the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representatives.

(in the case of "Contractor" shall mean \_\_\_\_\_ a company.....Company) incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its assigns and successors.

(d) " This Contract" Shall mean the Articles of Agreement, the Special conditions, the Appendix, the Schedule of Quantities and specifications etc. attached hereto and duly signed.

(e) "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 to have been received when in the ordinary course of post, it would have been delivered.

(f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(g) "Net Prices" If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar 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 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.

(h) " The works" Shall mean '**Comprehensive Annual Maintenance Contract for Operation and Maintenance of Reverse Osmosis Plants at Main Office Premises and Staff Quarters at P.H Road, Besant Nagar and C.H Road in Chennai**' as provided herein. Word importing persons include firms and corporations. Word importing the singular only also includes the plural and vice-versa where the context requires.

## **Scope of Contract.**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" regarding

(a) The variation or modification of the, quality or quantity of works or the addition or omission or substitution of any work.

(b) Any discrepancy in the Schedule of Quantities and/or Specifications.

(c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore

(d) The dismissal from the works of any persons employed there upon.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing to the contractor within seven days, and if not dissented from the writing within a further period of seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

### **i) Dismissal of Workmen / Supervisory Staff.**

The Contractor shall on the instructions of the Bank, shall immediately dismiss from the works, any person employed there on by him / her, who may, in the opinion of the Bank, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the written permission of the Bank.

### **ii) Termination of Contract by the Bank.**

The contract can be terminated by the Bank, by giving one-months' notice to the contractor.

### **iii) Termination of Contract by the Contractor.**

Contract can be terminated by the contractor, if desired, by giving one-month notice to the Bank. The notice period will start from the day of receipt of notice by the Bank.

### **iv) Delayed Payment.**

Any bill submitted by the contractor shall be settled in the normal course provided, the bills are in order in all aspects. If the payment is delayed beyond the period stipulated in the terms & conditions, the contractor is entitled to claim prevailing Bank interest.

### **v) Settlement of disputes by Arbitration:**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in earlier Clause. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party

requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree 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, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be 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 as between the party and 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.

**vii) Bank entitled to recover compensation paid to workmen**

If, for any reason, the Bank is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the contractor in execution of the works, the employer shall be entitled to recover, from the contractor the amount of compensation so paid, without prejudice to rights of the employer under the said Act. The employer shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by the Bank, to the contractor under this contract or otherwise. The employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

**viii) Right of Ban to terminate Contract in the event of death of Contractor.**

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the employer shall have the option of terminating the Contract without incurring any liability for such termination.

**ix) Marginal Notes.**

The headings catch lines hereto and in the annexure sheet, are meant only for convenience of reference and shall not in any way be considered in the interpretation of these presents and the annexure hereto.

I/We hereby declare that I/we have read and understood the above instructions for guidance of Tenderers and will abide by the same.

## Scope of work

The scope of work under this contract shall include:

1. Operations, monitoring, management and maintenance of all facilities related to the R.O Plants at Bank's Main Office Premises and residential colonies at various locations in Chennai, on a day-to-day basis, to ensure round the clock availability of drinking water.
2. Provision of skilled manpower for continuous operation, and maintenance activities. These shall include maintenance of all equipment, piping, tanks and other facilities within the plant.
3. Carryout required preventive, routine and breakdown maintenance of all equipment included in the contract for maintaining the plant always in serviceable condition. During such maintenance it should be ensured that there is no disruption in regular water supply.
4. Maintain minimum inventory of chemicals and spares, required for the smooth operations & maintenance of the plant. A stock register, for these inventory items shall be maintained at site.
5. Provide periodic monthly reports to the Bank highlighting the performance, trends, identifying the problem areas and suggestions for improvement.
6. The scope of work includes any tools, tackles, supply / replacement of all spares / parts / consumables, of the R.O plant, such as membranes, cartridges, chemicals, P.V.C caps for sealing the bubbled top containers supplied by the Bank, after filling water and other materials / consumables required for proper up-keep and maintenance of the Plant, as mentioned in the Scope of contract.
7. Alignment, lubrication, tensioning of all drivers and rotating parts as required, from time-to-time and as per the details in the instruction manuals.
8. Dismantling and assembling of equipment items as required.
9. Dismantling, servicing and re-fixing of valves.
10. The contractor shall ensure smooth & efficient operation of R.O Plant, as per standards & specifications of OEM. Contractor shall periodically test and maintain standard parameters for raw and treated output water.
11. Attending to regular and break-down maintenance, including supply of required spare parts required to restore the plant, to serviceable condition, as per the instructions of the Bank's Engineer.
12. Maintenance of a 'Log Book' with required data therein, as per the instructions of the Bank's Engineer. The same shall be updated on a day-to-day basis.
13. Thorough cleaning and rinsing of the bubble top PET containers, having 20 litres capacity, supplied by the Bank, using the mechanical cleaning assembly, installed in the plant, including, supply and use of approved quality cleaning chemicals, filling the water treated through R.O. Plant and collected in the storage tanks, installed inside the plant area / shed / shelter, in the containers, without causing any spillage / wastage, sealing the same immediately, with P.V.C caps and the supply of the same. The filled-up containers, shall be made available, one day in advance, for the distribution of the same on the following morning. In case additional labourer is required for the above cleaning work, the contractor must be able to deploy additional labour for the above work and the cost, towards the same shall be, included under the 'variable component' in the rate column in the 'Price-Bid' of the tender.
14. Supply of required number of P.V.C caps, having approximate weight of 4 grams per cap, for sealing the filled-up bubble top containers, is included in the scope of the work, and expenditure towards this shall be included under the 'variable component' in the rate column in the 'Price-Bid' of the tender. No separate payment shall be

entertained by the Bank towards this. However, distribution of the packaged water is not included in the scope of the work, under this contract.

15. Cleaning and up-keep of the R.O. Plant area / room / shed and surrounding areas daily, including supply of required cleaning materials and accessories. The Plant area / room / shed and surrounding must be kept clean and dry to the extent possible.
16. Cleaning of R.O plant, allied plumbing installations / pipe lines / accessories, bubble top cleaning system / set-up, R.O water storage tank and any other equipment / accessories, related to R.O plant, to be cleaned on a weekly basis. A separate check-list, for the above cleaning work, must be submitted separately along with, monthly bills for the AMC charges, duly certified by the Engineer / Caretaker of the concerned premises, where the R.O Plant is installed.

**Notes:**

- i. The contractor shall use only standard materials, recommended by the OEM, of the R.O. Plant, preferably with Indian / International standard markings and approved by the Bank's Engineer.
- ii. The Service Engineer(s) / Technician(s), deputed by the contractor, shall submit 'TASK / SERVICE REPORT' to the Bank's Engineer, every time post-servicing / replacement of parts are done.
- iii. The Service Engineer(s) / Technician(s), may carry out the services / repairs, on Holidays or after working hours for urgent repairs etc, if it is considered necessary.
- iv. In case, any mechanical parts of the R.O. Plant go out of order, necessary repairs / servicing shall be carried out, within the Bank's premises. Only such work, which cannot be executed within in the Bank's premises, will be allowed to be done in the workshop of company/firm, with prior permission of the Ban's Engineer, for which no extra charges like cartage etc, shall be paid by the Bank.

**17. Periodical Visits / Tests to be performed.**

<b>Sl. No</b>	<b>Description</b>	<b>Frequency</b>
1.	Service Engineer's Visit & submission of inspection / service report.	Monthly.
2.	Water Analysis - Raw water and treated water.	Monthly.
3.	Technical Audit and submission of report.	Half-yearly.

**18. Installed capacity of R.O Plats at various locations:**

<b>Sl. No.</b>	<b>Location of R.O. Plant.</b>	<b>Installed Capacity.</b>
1.	Bank's Main Office Premises.	1500 Litres per hour
2.	Besant Nagar Staff Quarters.	1000 Litres per hour
3.	C.H. Road Staff Quarters.	500 Litres per hour
4.	P.H Road Staff Quarters.	1000 Litre per hour.

**19. The Comprehensive, AMC is for preventive as well as break-down maintenance and includes supply of required chemical/material, repairs and replacement of the following parts free of charge during the AMC Period:**

- i) Chemical for dosing using Sodium Hypo Chlorite, anti-scalants, Sodium Meta Bi Sulphate (SMBS), R.O membrane cleaning chemicals (organic & in-organic) etc., dosed daily without interrupting the functioning of the Plant.
- ii) R.O cleaning process (including membrane), at an interval not exceeding 3 months.

- iii) All filters (Activated Carbon Filter, Garnet Filter, Ion Removal Filters, Micron Filter etc) must be back washed, cleaned and rinsed, cleaned daily and as and when required.
- iv) Micron Filters must be replaced at least once in a month.
- v) Membranes may be replaced as and when required, depending upon the recovery and quality of treated water (the recovery should not be less than 60%)
- vi) Filter Media shall be replaced at least once in a year.
- vii) 'O' rings, Pipe Fittings, R.O caps, other spares required for connecting membranes, shall be replaced on as and when required.
- viii) Online and off-line instruments required for recording PH, TDS and conductivity.
- ix) Any other parts of the R.O plant including consumables.

The above stated frequency of replacement of parts is only pertaining to minimum periodicity. However, for consistent functioning of R.O. machines, minimum required recover time and parameters of the treated water, the required spares may be replaced as and when required and no separate charges will be paid for the same.

20. However, the following spares are excluded from the scope of the AMC:

- a) Multiport Valves.
- b) Dosing Pumps.
- c) Motors and Electrical wiring.
- d) All electrical cables, UV lamps and housings for the same.
- e) Electrical panelling.
- f) Piping works.

21. The following parameters of raw water and treated water must be checked on a monthly basis and separate reports to be submitted to the Bank:

SL. No.	Parameters TO BE TESTED
1	Colour.
2	Odour.
3	Conductivity.
4	Turbidity.
5	Ph Value
6	Total Dissolved Solids (TDS).
7	Carbonate Hardness.
8	Non-Carbonate Hardness.
9	Total Hardness (as Caco3).
10	Phenopthenlein Alkalinity (as Caco3).
11	Total Alkalinity (as Caco3).
12	Calcium (as Ca).
13	Magnesium (as Mg).
14	Chloride (as Cl).
15	Sulphate (as So4).
16	Iron (as Fe).
17	Silica (as Sio2).
18	Nitrate (No3).

I/we hereby agree to abide and fulfil the above terms & conditions/instructions.



## Safety Code

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
6. Workers employed on mixing material such as detergent/ acid etc. shall be provided with protective footwear and rubber hand gloves.
7. (i) No acid or other products which can damage RO Plant items shall be used for cleaning the RO plant fitting and fixture.  
(ii) Suitable facemasks should be supplied while using such chemicals
8. Fire safety measures shall be adhered to as per local bye laws.
9. Whenever electric power is used for attending works, prior permission must be taken from Bank's Electrical Engineer.
10. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## CHECKLIST OF DOCUMENTS TO BE UPLOADED

Signed copies of the following documents (with appropriate stamp of the companies) as given below **along with this checklist form** needs to be scanned and uploaded on MSTC website.

Sl. No.	Documents to be uploaded.	Uploaded (Yes / No)
1	Annexure A - Basic Information.	
2	PAN Card.	
3	Documents showing GST Registration number.	
4	Address proof of registered local office.	
5	Annexure B – Details of the work executed during the last five years to meet eligibility criteria.	
6	Work orders in support of the works executed during the last five years to meet eligibility criteria.	
7	Annexure C - Client's certificate as per format from their clients for whom they have carried out 'eligible works'.	
8	Audited Annual Financial Statements showing minimum turnover of <b>Rs.12.53 Lakh</b> during the last 3 years.	
9	Proof of remittance of Earnest Money Deposit.	
10	Solvency Certificate of <b>Rs.12.53 Lakh</b>	

**NOTE: Format of Annexures A, B and C mentioned above have been enclosed with the tender document. Bidders are advised to fill in the Annexures in the format as provided by the Bank. The Bank shall have the right to independently verify the above specified documents.**

The Bank shall evaluate the said reports before opening of price bid of the tenderers. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

**(Bidder's Signature) Along-with seal**

## Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	12 months, i.e. from April 01, 2023 to March 31, 2024	
2	Terms of payment	Payment shall be made as specified under General Instructions to Contractors.	
3	Technical/commercial specifications	As per specifications in Part of the Tender	
4	Penalties	As specified in Part I of the Tender	
5.	Minimum no. of Staff to be deployed	As indicated in Part of the Tedner	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:

Name & Signature of the Contractor

Date:

## Schedule of Quantities:

Sl. No.	Description of Work.	Rate per month (in Rupees).	Amount for 12 months (in Rupees) from April 01, 2023 to March 31, 2024.										
A.	<p><b>FIXED COMPONENT (Contractor should not quote rates for this component) - Minimum Wages for R.O Plant operator (Skilled Technician) according to Minimum Wages Act of Government of India.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Location of R.O. Plant.</th> <th style="text-align: center;">No. of operators required.</th> <th style="text-align: center;">Minimum Wages per day.</th> <th style="text-align: center;">No of days employed in a month.</th> <th style="text-align: center;">Total wages per month.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Bank's Main Office Premises &amp; Staff Quarters at Besant Nagar.</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Rs.866/-</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Rs.25,980/-</td> </tr> </tbody> </table>	Location of R.O. Plant.	No. of operators required.	Minimum Wages per day.	No of days employed in a month.	Total wages per month.	Bank's Main Office Premises & Staff Quarters at Besant Nagar.	1	Rs.866/-	30	Rs.25,980/-	Rs.25,980/-	Rs.3,11,760/-
Location of R.O. Plant.	No. of operators required.	Minimum Wages per day.	No of days employed in a month.	Total wages per month.									
Bank's Main Office Premises & Staff Quarters at Besant Nagar.	1	Rs.866/-	30	Rs.25,980/-									
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Location of R.O. Plant.	No. of operators required.	Minimum Wages per day.	No of days employed in a month.	Total wages per month.									
Staff Quarters at P.H. Road and C.H Road.	1	Rs.866/-	30	Rs.25,980/-									
	<b>Total.</b>	Rs.51,960/-	Rs.6,23,520/-										
B	<p><b>Consummable charges:</b> R. O plant consumables like membranes, cartridges, chemicals, P.V.C caps for sealing the filled-up PET bottles, supplied by the Bank and other materials as required and stated in the scope of contract or any other expenses applicable. <b>(Rate excluding GST).</b></p>												
C	<p><b>Service Charges:</b> Contractor's Over Head Charges and Profit, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), Uniform charges, Cost of tools)<b>(Rate excluding GST).</b></p>												

**EXURE A**

भारतीय रिज़र्व बैंक **Reserve Bank of India**  
संपदा विभाग **Estate Department**  
चेन्नै **Chennai**

**BASIC INFORMATION**

<b>Sl. No</b>	<b>Description</b>	
1.	Name & Address of the organisation/applicant	
2.	Type of Organisation- (Whether Proprietorship, Partnership/Pvt. Limited/Limited or Body Corporate or MSME registered firm etc.) Please enclose related documents.	
3.	Name of the Proprietor /Partners/Directors of the organization	(a) (b) (c) (d)
4	Registration (firm, company etc)/ Registration Authority, dated Number etc.	
5.	Experience in the respective field of work Please, enclose documents in support thereof.	----- Years
6.	Whether financially sound to undertake works costing up to <b>₹12.53 Lakh</b> . If so, enclose Audited Annual Financial Statements	
7	Yearly turnover of the firm/contractor for the last three years  Year 2019-20 2020-21 2021-22 (copies of audited final accounts in support thereof to be uploaded)	
8	PAN number (copy of PAN card should be uploaded)	

9	GST Registration No (Copy should be uploaded)	
10	Registered office address, telephone/Mobile No. and E-mail ID	
10 (a)	Whether having registered local office within the jurisdiction limits of TamilNadu? If yes, mention the address of the local office (Copy of address proof for registered local office to be uploaded)	
10 (b)	Whether working with any of the Government/Semi-Government Undertaking/s as approved contractors and if so, Furnish details	
11	Qualification & Experience of the technical persons employed by the firm.	
12	Indicate if involved in any litigation	
13	Any civil suits pending in any of the works executed give details	

Date:

Signature of the contractor/firm:

Place:

**ANNEXURE - B**



**भारतीय रिज़र्व बैंक Reserve Bank of India**  
**संपदा विभाग Estate Department**  
**चेन्नै Chennai**

**Details of the work executed during the last 5 years as per the eligibility criteria**

Sl. No.	Name of the work & location	Nature & Description of work	Name & address of the owner for whom work was carried out (Details of contact person with Phone number shall be furnished).	The name and full address of the officer under whom the work was carried out.	Value of the work in ₹	Whether work completed in time. If not reason for the delay	Date of start and completion -Proof for satisfactory completion of the work should be attached (signed by the competent person)
1	2	3	4	5	6	7	8

Place and Date:

Signature of the contractor/firm with name and address & Seal

**[Scanned copy (in pdf format) of this Annexure duly filled, to be uploaded with tender**

**Annexure - C**  
**CLIENT's CERTIFICATE**  
**PERFORMANCE OF CONTRACTOR**

To  
The Regional Director  
Reserve Bank of India  
Estate Department  
2<sup>nd</sup> Floor  
Fort Glacis  
Rajaji Salai  
Chennai – 600001.

Name & address of the Client:

Details of Works executed by Smt. /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/  
Good/Satisfactory/poor
- ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the 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

\* countersigned"

Reporting Officer\* with Office seal \*Officer of the rank of executive  
engineer/Superintending Engineer or  
equivalent



## Annexure "D"

### **बयाना राशि जमा / बोली की प्रतिभूति के लिए बैंक गारंटी का प्रोफार्मा / Proforma of Bank Guarantee in Lieu of Earnest Money Deposit / Bid Security**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**The Regional Director  
Estate Department  
Reserve Bank of India  
Chennai**

Dear Sir / Madam,

**Name of Work:** .....

Ref: NIT / Advt. No.

Date:.....

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (Hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer / Bidder) \_\_\_\_\_, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of EMD.

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 Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, 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 Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, 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. 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 Tenderer.

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 tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer 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 Tenderers 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) 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.

Yours faithfully,

For and on behalf of \_\_\_\_\_

Bank.

Authorised Official (with seal)

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: E**  
**Proforma for Performance Bank Guarantee**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank)

Place.....  
Date.....

To  
Regional Director for Tamil Nadu & Puducherry  
Estate Department  
Reserve Bank of India  
Fort Glacis, Rajaji Salai  
Chennai – 600 001.

Dear Sir,

**Name of Work:** .....

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Fort Glacis – 16, Rajaji Salai, P.B.No.40, Chennai 600 001 (hereinafter called "the RBI") has awarded the Contract for the captioned work (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 the Contractor is bound by the said Contract to submit to Reserve Bank of India, Chennai a Performance Bank Guarantee for a total amount of ₹..... 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 Reserve Bank of India, an amount not exceeding ₹..... as Performance Guarantee for due fulfilment of 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 ₹..... 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 ₹.....

2. We also agree to undertake and confirm that the sum not exceeding ₹..... 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 ₹ \_\_\_\_\_

b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_

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

d) This guarantee shall remain in force up to Sixty (60) days beyond the contract period, i.e., upto \_\_\_\_\_ for this contract provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) 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 whereof, I/We of the Bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_(Month) (Year) being herewith duly authorized.

For and on behalf of (Name of the Bank)

Signature and Seal 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 Performance Bank 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).