



भारतीय रिज़र्व बैंक/ RESERVE BANK OF INDIA
संपदा विभाग/ ESTATE DEPARTMENT
चेन्नै/ CHENNAI – 600001

(e-Tendering only)
Tender Document

RBI/Chennai/ Estate/197/23-24/ ET/274

Part I (Techno-Commercial Bid)

**Supply of bio-degradable cum compostable garbage bags
of size (19”x21”) to the Bank’s residential colonies at
various locations in Chennai**

Date from which e-Tender will be available on MSTC website	17:00 Hrs. on July 19, 2023 onwards.
Date & time of Pre-bid meeting	Offline at 11:00 Hrs. on August 17, 2023
Last date of submission of e-Tender	15:00 Hrs. on August 31, 2023

DISCLAIMER

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No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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Important Information

i	e-Tender No.	RBI/Chennai/Estate/197/23-24/ET/274
ii.	Name and location of the work.	Supply of bio-degradable cum compostable garbage bags of size (19"x21") to the Bank's residential colonies at various locations in Chennai
iii.	Name & address of tender inviting authority.	The Regional Director, Reserve Bank of India, Estate Department, Fort Glacis, 16, Rajaji Salai, Chennai-600001. Tel No.: 044 - 2539 9922/9200 E Mail id: estatechennai@rbi.org.in
iv.	Estimated cost for the expected Annual Procurement	Approx. ₹22 lakh (Rupees Twenty-Two lakh only) incl. of GST
v.	Earnest Money Deposit (EMD).	₹44,000/- from each bidder
vi.	Contract Period	12 months (October 01, 2023 to September 30, 2024)
vii.	(a) Tender documents available on and to be downloaded / submitted through e-Tender mode.	Through Bank's approved e-Tender portal https://mstcecommerce.com/eprochome/rbi/
	(b) Period during which Tender documents will be available in the MSTC e-tender portal.	From 17:00 Hrs. of July 19, 2023 to 15:00 Hrs. on August 31, 2023.
viii.	Important instructions on e-Tender	For instructions on e-Tender, please refer to the Annexure I: Important Instructions for E – Procurement of the tender document.
ix.	Pre-bid meeting (offline).	11:00 Hrs. on August 17, 2023 at Estate Department, Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600001. Note: The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids mentioned
x.	Date of Starting of e-Tender for submission of bid (online) - Techno-commercial (Part I) bid and Price-bid (Part II).	15:00 Hrs. on August 21, 2023
xi	Last date and time of submission of EMD	14:00 Hrs. on August 31, 2023
xii.	Last date and time of submission of bid (online) -Techno-commercial (Part I) bid and Price-bid (Part II).	15:00 Hrs. on August 31, 2023
xiii.	Date & time for opening of Techno-commercial bid (Part I).	16:00 Hrs. on August 31, 2023

xiv	Date & time for opening of Price-bid (Part II) bid.	Will be communicated subsequently to the eligible bidders through e-mail.
xv	Validity of the tender	03 months from the date of opening of the PART- I of the Tender.
xvi	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.

Annexure I: Important Instructions for E – Procurement

Process of e-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must 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 Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprochome/rbi

- 1) Vendors are required to register themselves online with www.mstcecommerce.com => e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.

- 2) Vendors will receive a system generated mail confirming their registration in their 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 Persons (RBI - During Office Hours only):

- I. Smt. Rajesh N Pai (Asst. General Manager)
044- 2539 9922/ (rajeshnpai@rbi.org.in)
- II. Shri. Pradeep S V (Asst. Manager, Estate Department)
044-2539 9253 (pradeepsv@rbi.org.in)
- III. Shri. Rajesh Bonagiri (Asst. Manager, Estate Department)
044-2539 9200 (rajeshbonagiri@rbi.org.in)

Contact Persons (MSTC Ltd – During Office Hours only):

1. Shri. Shanmugam - 9176397264
Email id: nshanmugam@mstcindia.co.in
2. Shri. J Damodaran– 9841002253
Email id: jdamodaran@mstcindia.co.in
3. MSTC Help Line:9499054101/2/3/4.
Email id: helpdesk@mstcindia.co.in

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 once)

The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online at www.mstcecommerce.com/eprhome/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 have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

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 e-mail 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:

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have run JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- d) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- e) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- f) 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.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the 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 the work.
- j) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

- k) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

No deviation from the terms and conditions of the tender document is acceptable after the pre-bid meeting. No queries will be entertained after the pre-bid meeting. 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/eprchome to familiarize them with the system before bidding.

Form of Tender

Place:

Date:

Smt. Uma Sankar
Regional Director for Tamil Nadu & Puducherry
Reserve Bank of India
Estate Department
Fort Glacis, Rajaji Salai
Chennai - 600 001.

Dear Sir,

We have carefully examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the delivery site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

1	Description of work	Supply of bio-degradable cum compostable garbage bags of size (19"x21") to the Bank's residential colonies at various locations in Chennai
2	Estimated cost for 12 months / the expected Annual Procurement	Approx. ₹22 lakh (Rupees Twenty-Two lakh only) incl. of GST
3	Earnest Money Deposit	₹44,000/- from each bidder
4	Duration of the contract	12 months (October 01, 2023 to September 30, 2024)

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

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

3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of **₹44,000/-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. The Tender shall be submitted in two parts in the MSTC portal. Part I contains all commercial terms conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this ___ day of _____ 2023

For and on behalf of M/s

(Signature with seal)

Name _____

Designation: _____

Place _____

Date _____

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

/Witnesses

(1) Signature with name, address and date _____

(2) Signature with Name, address and date _____

Draft Articles of Agreement

(For reference only)

यह करार एक ओर भारतीय रिज़र्व बैंक, फोर्ट ग्लेसिस, राजाजी साल्लै, चेन्नै-600 001 जिसका केंद्रीय कार्यालय मुंबई में है) जिसे इसके बाद "बैंक" कहा गया है (और दूसरी ओर _____) जिसे इसके बाद संविदाकार कहा गया है (के बीच _____ को किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the **Reserve Bank of India**, Fort Glacis, Rajaji Salai, Chennai-600 001, having its Central Office at Mumbai-400001 (hereinafter called "The Bank") on the one part and _____ India (hereinafter called "the Contractor") on the other part.

जबकि नियोक्ता "चेन्नई में विभिन्न स्थानों पर बैंक की आवासीय कॉलोनियों को बायो-डिग्रेडेबल सह कम्पोस्टेबल कचरा बैग आकार (19"X21") की आपूर्ति।" का काम करने का इच्छुक है और कार्यो का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची का कारण बना है किया गया है जिस पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of taking up the work of **"Supply of bio-degradable cum compostable garbage bags of size (19"x21") to the Bank's residential colonies at various locations in Chennai"** and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

और जबकि कार्य का वर्णन करने वाले विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गए हैं।

AND WHEREAS the said specifications, the Schedule of Quantities have been signed by or on behalf of the parties hereto.

और जबकि संविदाकार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों(जिन्हें इसके बाद सामूहिक रूप से " तथाकथित शर्तें " कहा जाएगा)के अनुसार काम को उक्त विनिर्देशन में वर्णित है और काम की मात्रा की अनुसूची में शामिल है ,पर उसमें निर्धारित संबंधित दर पर गणना की गई कुल राशि पर या ऐसी अन्य देय राशि पर(इसके बाद इसे" तथाकथित संविदा राशि "कहा जाएगा)कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as 'the said Contract Amount').

एतद्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. संविदाकार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित संविदा राशि के भुगतान करने के मद्देनज़र, तथाकथित शर्तों काम की मात्राओं की अनुसूची में दर्शाया गया काम पूरा करेगा।

In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of Quantities.

2. बैंक संविदाकार को कथित संविदा राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

3. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

4. इसमें उल्लिख करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

The agreement and documents mentioned herein shall form the basis of this Contract.

5. यह संविदा न तो स्थायी एकमुश्त ठेका है और न ही खंडित कार्य संविदा। अपितु यह अनुसूची में निहित दरों पर वास्तविक मात्राओं और संभाव्य मात्रा अथवा तथाकथित शर्तों के अनुसार रु _____/-(रुपये _____ मात्र) " चेन्नई में विभिन्न स्थानों पर बैंक की आवासीय कॉलोनियों को बायो-डिग्रेडेबल सह कम्पोस्टेबल कचरा बैग आकार (19"X21") की आपूर्ति का काम करने के लिए संविदा है।

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work of **“Supply of bio-degradable cum compostable garbage bags of size (19”x21”) to the Bank’s residential colonies at various locations in Chennai”** for ₹_____/-(Rupees _____ **only**) to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said conditions.

6. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की किसी भी मद की काम की प्रकृति बदलने ,कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।

The Bank reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7. 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.

8. 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 arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.

9. संविदाकार/एजेंसी कार्यस्थलों पर महिलाओं का यौन उत्पीड़न) रोकथाम, निषेध और निवारण (अधिनियम, ") 2013 अधिनियम ("के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। भारतीय रिज़र्व बैंक) चेन्नै कार्यालय (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 संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा। 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।

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 premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

10. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व 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। कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी। संविदा में विनिर्दिष्ट किए गए अनुसार कार्य की आवश्यक गति को बनाए रखने और कारीगरी की गुणवत्ता को सुनिश्चित करने के लिए पर्याप्त संख्या में श्रमिकों को काम पर रखेगा। संविदाकार कार्य के संबंध में अठारह वर्ष से कम के किसी व्यक्ति को काम पर नहीं रखेगा।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. 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 RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

11. 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। संविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों को सीधे ही मजदूरी का भुगतान करेगा जो कि न्यूनतम मजदूरी अधिनियम के रूप में 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 भत्ते आसपास दिए जा रहे ऐसे ही रोजगार के लिए प्रचलित बाजार दर के आधार पर दिए जाएंगे लेकिन ये भत्ते न्यूनतम मजदूरी अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होंगे।

All the workers or employees deployed by the contractor shall consider the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. 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.

12. संविदाकार उसके द्वारा या उसके उप-संविदाकार द्वारा काम पर लगाए गए श्रमिकों के संबंध में बोलीदाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा। संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, बैंक दायित्व अधिनियम, 1938, कर्मकार प्रतिकर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947 मातृत्व लाभ अधिनियम, 197, कार्यस्थल पर महिलाओं का यौन उत्पीड़न) रोकथाम, निषेध और निवारण (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। संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. 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, Sexual Harassment of Women at workplace (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. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against

- i. कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान /व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा
Any claim arising out of third-party loss / damage to life or property caused by / during execution of the work.
- ii. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा
Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.
- iii. लागू पीएफ/श्रम कानूनों ,ईएसआई ,विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा
Any claim due to non-compliance of applicable PF / Labour laws, ESI Regulations etc.

संविदाकार संविदा श्रम) विनियमन और उन्मूलन (अधिनियम 1970 का पालन करेगा । अंतिम बिल का भुगतान किए जाने से पूर्व संविदाकार इस आशय का प्रमाणपत्र प्रस्तुत करेगा कि उसने कार्य को पूरा करने के लिए उसके द्वारा काम पर लगाए गए सभी कामगारों को वास्तव में सभी देयों का भुगतान कर दिया है और इस भुगतान की दर न्यूनतम मजदूरी अधिनियम 1949 के अंतर्गत निर्धारित दर से कम नहीं है और संविदा पर लगाए गए श्रमिकों के लिए आवश्यक सुविधाएं उपलब्ध करवाने में सीएलआरए अधिनियम के प्रावधानों का अनुपालन 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.

13. संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान ठेकदार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष 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। बैंक 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 तक बना रहेगा।

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

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

14. कि इस संविदा के विभिन्न भागों को संविदाकार द्वारा पढ़ और पूरी तरह से समझ लिया है।
That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

नियोजित और संविदाकार इस बारे में साक्ष्य स्वरूप
अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ
उक्त दिन और वर्ष को तैयार की गईं।

यदि संविदाकार एक
साझेदारी फ़र्म या एक
व्यक्ति हो

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

If the contractor is a partnership or an individual.

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

यदि संविदाकार एक कंपनी है तो

If the contractor is a company.

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

हस्ताक्षर खंड Signature Clause

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री / Shri

(नाम एवं पदनाम (/ (Name and designation)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

(1)

पता / Address

(2)

पता / Address

यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।

If the party is partnership firm or an individual should be signed by all or on behalf of all the partners.

साक्षी / Witness

THE COMMON SEAL OF

निम्नलिखित की उपस्थिति में दिनांक -----
को संपन्न निदेशक बोर्ड की बैठक में पारित
संकल्प के अनुसरण में इस पर -----
की कॉमन मुहर लगाई गई है।

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

(1)

(2)

निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।

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

(1)

(2)

विधिवत गठित अटर्नी एवं श्री

द्वारा हस्ताक्षरित एवं सुर्पुद

SIGNED AND DELIVERED BY the Contractor by the hand of Shri

_____ and duly constituted attorney.

यदि निविदाकार उसके कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो

रु

If the Contractor is signing by hand of power of Attorney, whether a company or individual.

Eligibility Criteria/ Pre-Qualification Criteria.

Any Dealer/ retailer who has supplied the Bio-Compostable Garbage Bags to any large office buildings / commercial Estate / industrial houses/Government organization/PSU and fulfills the following minimum **pre-qualification criteria** shall be eligible to participate in the e-tendering process

A.	Composition of the firm / organization.	<p>Details of registration of the firm / organisation - whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc - Name of registering authority, date, registration number, etc.</p> <p>The bidder should have valid Goods and Service Tax registration.</p>	<p>Bidder should fill-up information in Annexure A: Format 1 annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate.</p> <p>(ii) Copies of the Articles of Association / Power of Attorney / other relevant documents.</p> <p>(iii) Copies of PAN card, TIN, Goods and Service Tax (GST) registration certificates.</p>
B.	Duration of past experience.	<p>The bidder should have minimum 3 years of experience of executing similar work(s)*. Bidder shall submit the documentary evidence in support of minimum experience of 3 years (i.e., the bidder should have undertaken similar work(s)* prior to July 01 2020.</p>	<p>i) Bidder should fill-up the information in Format 2 annexed hereto indicating client-wise names of similar work(s)*, awarded as proof of minimum 3 years of experience of completed similar work(s)* viz. copies of detailed work order(s)/ completion certificate(s).</p> <p>ii) Bidder should also fill-up the information about similar work(s)* on-hand in the Format 2A annexed hereto and should submit along with supporting documents viz. copies of work order(s) with details of items of work, issued by the client(s) for the work(s) in progress.</p> <p>(iii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.</p>

C.	Minimum value of each completed similar work(s)* (qualifying) during specified period.	The bidder should have experience of satisfactorily completed similar work(s)* during last 3 years ending June 30, 2023 . Supply of similar materials for the past three years not less than ₹22 lakh per year .	Bidder should fill-up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work(s)*. Documentary Evidence (Like Supply / Purchase Orders / Delivery Challans) for supply made to organizations to Government / Public Sector Undertakings / Banks & Financial Institutions / Large Corporate MNCs and other reputed institutions etc. (ii) Client certificate(s) for the qualifying works as per the Format 3A annexed hereto.
D.	Annual financial turnover.	Bidder should have had an annual financial turnover of amount equal to ₹22 Lakh or more per year during the last 3 financial years, ending 31st March 2022 / 31st March 2023 .	Bidder should fill up the information in Format 4 annexed hereto and submit along with the following documents (i) Copies Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred in the Format 4 . (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof for creditworthiness and turnover of the bidder.
E.	Solvency and banker's certificate.	Should furnish solvency certificate issued by the bidder's banker specifically for the purpose of work for an amount equal to ₹22 Lakh .	(i) Bidder should also submit banker's solvency certificate as per Format 5 annexed hereto from their banker. (ii) Names and addresses of bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers 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 in Format 5A .

Tenderers should also upload the following documents in respect of fulfilling their eligibility with **suitable file names**.

- a. Authorization letter from the firm authorizing the concerned officer / individual to sign & participate in the tender, as per **Annexure 'B'**.
- b. Signed copy of **Annexure 'C'** Proforma of Performance Bank Guarantee for Security Deposit.
- c. Duly filled and Signed NEFT Mandate form as per **Annexure 'D'**
- d. Duly filled and Signed Complaint Escalation Matrix – **Annexure 'E'**
- e. Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India – **Annexure – 'F'**
- f. Undertaking / Declaration /Certificate regarding debarment of Public Institutions **Annexure 'G'**.
- g. Proof of EMD remitted to RBI-Chennai.
- h. A letter from the OEM, authorizing the bidder to participate in the tender or copy of the agreement with the OEM.
- i. valid certificate from the **Central Pollution Control Board** regarding manufacturing or selling compostable carry bags/products, as per the Rule 4(h) (Conditions) of **Plastic Waste Management Rules, 2016**.
- j. Every Bio-compostable plastic carry bag manufacturer/seller shall comply following provisions under PWM Rules, 2016. Carry bags made from compostable material shall conform to the **Indian Standard: IS: 17088:2008 (as amended from time to time)** titled as 'Specifications for Compostable Plastics
- k. As per the Rule 11 (Marking or labelling): 1(c) of Plastic Waste Management Rules 2016: manufacturer/supplier shall have the following information printed in English namely; name and certificate number in case of carry bags made from compostable plastic. Each carry bag made from compostable plastics shall be labelled as "Compostable" and shall conform to the Indian Standard: **IS/ISO-17088:2008** (as amended from time to time) titled as Specifications for "Compostable Plastics".
- l. Duly filled and signed copy of tender document, corrigendum if any.
- m. Any other information relevant to the proposed work.

Only tenderers who qualify as above will be eligible to tender for the work. A tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection.

EMD shall be forfeited if the Bidder makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria.

General rules and instructions to the bidders.

1. Tenders shall be submitted in two parts viz. Part I containing pre-qualification criteria, technical and commercial details of the offer and Part II containing prices only latest by 15:00 Hrs on August 31, 2023. Part I will be opened at 16:00 Hrs on August 31, 2023. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors through email.
2. Vendors must register themselves with MSTC portal for submission of Part I - Technical Bid and Part II - Financial Bid on www.mstcecommerce.com/eprochome/rbi. The vendors have to submit the Part I – Technical Bid and Part II - Financial Bid on www.mstcecommerce.com/eprochome/rbi. The supplier will also have to bear MSTC portal charges for participation in the bidding process at the time of RFQ.
3. **Pre-bid meeting:** - A pre-bid meeting will be held at **11:00 Hrs. on August 17, 2023** at Estate department, Reserve Bank main office, Chennai to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum if any before submitting their bids.
4. **Scope of Work –**
 - a. The Bank will enter into an annual purchase contract “SUPPLY OF BIO-DEGRADABLE cum COMPOSTABLE GARBAGE BAGS OF SIZE (19”X21”) TO THE RBI’S RESIDENTIAL COLONIES IN CHENNAI” with successful bidder who offers lowest on the lot of specified items.

Expected Annual indent of garbage bags.				
Sl. No.	For 12 months (packet size)	Colour-purpose	Size in Inches (Medium)	Thickness
1.	2,19,960 pieces (In packets of 90/60/30 pcs)	Blue-Dry waste	19” x 21”	40 Microns
2.	2,19,960 pieces (In packets of 90/60/30 pcs)	Green-Wet waste	19” x 21”	40 Microns

Details of Bank's Residential colonies where supply is to be made are as under:

Sl. No	Location	Delivery Address
1	Essential Staff Quarters-MOP	Reserve Bank of India, Caretaker Office, 1 st floor, Fort Glacis – 16, Rajaji Salai, Chennai 600 001 Tel: (044) 2539 9013
2	Anna Nagar	RBI Officers' Quarters, Caretaker Office, 15th Main Rd, Anna Nagar West, Anna Nagar, Chennai, Tamil Nadu 600040
3	Besant Nagar	RBI Staff Quarters, Caretaker Office, 7th Avenue, Mahatma Gandhi Rd, Besant Nagar, Chennai, Tamil Nadu 600090
4	CH Road	RBI Staff Quarters, Caretaker Office, 101, Nehru St, Zachariah Colony, Choolaimedu, Chennai, Tamil Nadu 600094
5	KK Nagar	RBI Staff Quarters, Caretaker Office, Kamarajar Salai, Sector 13 Jeevanantham Salai, Sector 13, Ashok Nagar, Chennai, Tamil Nadu 600083
6	PH Road	RBI Staff Quarters, Caretaker Office, Near Ega Theater, Guest Hospital, Poonamallee High Road, Kilpauk, Chennai, Tamil Nadu 600010
7	SAF-Koyambedu	RBI Officers' Quarters, Caretaker Office, SAF Games Village, Annai Sathya Nagar, Koyambedu, Chennai, Tamil Nadu 600107

Specification for Bio-degradable cum Compostable Garbage Bags: Garbage bag should possess the following characteristics.

- i) Degradable within 60 -180 days in ambient.
- ii) Convert into manure within 84 days in home-compostable environment.
- iii) Should be made from food graded material and should have zero plastic content and eco-friendly.
- iv) Shall have the perfect strength to hold weight up to 5 kg with wear and tear even if these bags are used for carrying wet waste.
- v) Shall have adequate thickness and capacity to ensure zero leakage and also results in having higher tensile strength carries in having heavier loads.
- vi) Should be made of natural plant starch, and do not produce any toxic material;
- vii) As per the Rule 4(h) (Conditions) of **Plastic Waste Management Rules, 2016**, the manufacturers or sellers participating in competitive bid should have a valid certificate from the **Central Pollution Control Board** regarding manufacturing or selling compostable carry bags/products. Every Bio-compostable plastic carry bag manufacturer/seller shall comply following provisions under PWM Rules, 2016. Carry bags made from compostable material or plastics shall conform to the **Indian Standard: IS: 17088:2008 (as amended from time to time)** titled as 'Specifications for Compostable Plastics'.

- viii) As per the Rule 11 (Marking or labelling): 1(c) of Plastic Waste Management Rules 2016: manufacturer/supplier shall have the following information printed in English namely; name and certificate number in case of carry bags made from compostable plastic. Each carry bag made from compostable plastics shall be labelled as “Compostable” and shall conform to the Indian Standard: **IS/ISO-17088:2008** (as amended from time to time) titled as Specifications for “Compostable Plastics”.

The firm/tenderer should provide a Test Certificate issued by Central Pollution Control Board (**CPCB**) or Central Institute of Plastics Engineering and Technology (**CIPET**) to ascertain the quality of the product.

- b. The suppliers will supply the materials at his quoted rate for each item in the stipulated time and at the specified place based on the indents issued by the Bank.
- c. The bidder is required to supply the Bio-Compostable garbage bags to various premises of the Bank as indicated in this document.
- d. The supplier shall supply the items strictly in accordance with details, specifications and instructions of the Bank and the Bank’s decision shall be final.
- e. Quantity of tender item/s is/are indicative which may increase and decrease during execution as per requirement. The Bank reserves the right to order any quantity of any size as per the requirement and will not be bound to order certain quantity irrespective of any data / figure mentioned in the document and will release the payment accordingly and no increase in the quoted rate whatsoever will be allowed under any circumstances.
- f. **Defective Materials:** Any defects or faults in the materials supplied by the successful bidder which may appear/come across during usage of the material, upon the discretion of the Bank be replaced by the successful bidder at her/his/their own cost within 15 days of receiving such directions. No additional cost will be paid by the Bank for such items supplied. The Bank reserves the right to get the items examined by other Government or Private Agency.

5. Pricing–

- a. In response to the Bank’s Part-II Financial Bid, the supplier should quote the rate for each item as given in the indicated list of supplies to be made under the contract
- b. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the supplier.

- c. The supplier will also have to bear all the overheads & expenses etc. connected with proper packaging, carting, transportation, insurance, loading, unloading, delivery at site, hire for any tools and plants and applicable taxes etc. (Including GST). in connection with the supply to the Office or the residential colonies of the Bank as specified.
- d. The Bank will only pay the amount quoted against each item for specific size and color.
- e. The quoted offer shall remain valid for the entire duration of the contract.
- f. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any exchange variations, labour condition, fluctuations in railway freights or any conditions whatsoever or variations of any other taxes, levies, duties etc.
- g. Tenderer should have GST registration number. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.
- h. Bidders are advised to inspect the premises where the material is required to be supplied before quoting. This is an item rate tender and all items are to be executed as required by the Bank.

6. Period of Contract –

- a. The period of contract shall be for a period of one year i.e., October 01, 2023 to September 30 2024, subject to review of satisfactory performance on a yearly basis.
- b. In respect of the annual purchase contract, supply orders will be placed against the contract up to the last date of the contract.
- c. Orders received even on the closing date should be honoured in accordance with the terms of the contract even though the last date of the contract may have expired on the date of supply of garbage bags.

7. Amendment to the tender document –

- a. At any time before the deadline for submission of tenders, the Bank may amend this document by issuing amendments/corrigendum on RBI website (www.rbi.org.in) / MSTC e-portal.
- b. Any amendments/corrigendum issued shall be a part of this document.

- c. To give prospective bidder(s) reasonable time in which to take any/all amendments/corrigendum into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of tenders.
 - d. Vendors are advised to verify website for corrigendum if any before submitting the bid. No clarification will be entertained after pre-bid meeting. **No change in quoted rates will be accepted after opening of the tender.**
8. **Cost of tendering** – The bidder(s) shall bear all costs associated with the preparation and submission of tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
9. **Documents comprising the bid** – The bid shall comprise the following:
 - a. Notice Inviting Tender
 - b. Technical Bid Details
 - c. Financial Bid Details (To be filled in MSTC website only)
 - d. Earnest Money Deposit
10. **Letter of Tender** – The bidder(s) shall submit the tender using the digital class 3 signature via the e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
11. **Documents establishing the Qualifications of the Bidder(s)** – To establish its qualifications to perform the Agreement under respective paras of the tender, the bidder(s) shall provide the information in the format prescribed.
12. **Period of Validity of Bids** –
 - a. The Bid validity period shall be 90 days from the last date of the submission of Bid / from the date of opening of Part I of the tender.
 - b. In exceptional circumstances, before the expiration of the tender validity period, the Bank may request bidder(s) to extend the period of validity of their tenders. The request and the responses shall be made in writing.
13. **EMD as Bid Security** –
 - a. Bidder(s) need to submit necessary EMD and transaction fees to be eligible to bid online in the e tender.

Earnest Money Deposit for a sum of ₹44,000/- (Rupees Forty Four Thousand only) shall be remitted to Bank Account of Reserve Bank of India on or before 14:00 Hrs. of August 31, 2023. "EMD – Estate Dept" shall be given as remarks while remitting EMD. The account details for NEFT / RTGS transactions are as follows.

Beneficiary Name: RBI CHENNAI
IFSC: RBIS0CNPA01
Account No: 186003001

- b. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.
- c. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatechennai@rbi.org.in.
- d. No interest will be paid on the EMD.
- e. The EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. Tenders without EMD will not be accepted under any circumstances.

14. Procedure for application –

- a. All pages of the documents must be signed by an authorized person on behalf of the firm along with seal at the bottom and uploaded on the **MSTC portal**.
- b. Applicants should ensure that copies of all relevant documents are enclosed with the tender document. Vendors/Suppliers are required to preserve the originals of documents ready for verification by the Bank at any point of time.
- c. The application will have to satisfy the pre-qualification criteria as decided by the Bank with documentary evidence. In the event of their failure to do so, the Bank reserves the right to refuse to consider their application. Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of the contract even after the award of work/during the currency of the contract.
- d. The **Technical Bid** along with the Annexures and the **Financial Bid** should be **uploaded** on the MSTC portal **separately**.
- e. The Bank is not responsible for non-submission of application within the specified date and time due to any reasons. No bid after the deadline shall be allowed on the portal.
- f. The Bank may, at its discretion, extend the deadline for the submission of tenders by amending the tender Document.
- g. All costs in connection with the submission of the tender documents shall be borne by the applicant.
- h. No deviations/ conditions shall be stipulated by the bidder in either technical or financial bids. Conditional tenders will not be accepted and will be summarily rejected.

15. **Confidentiality** – Information relating to the evaluation of tenders shall not be disclosed to bidder(s) or any other person not officially concerned with such process until information on the award of the contract is communicated to all bidder(s).

16. **Clarification of Tenders** –

- a. To assist in the examination, evaluation, comparison of the bids and qualification of the bidder (s), the Bank may, at its discretion, ask any bidder (s) for a clarification of its tender, allowing a reasonable time for response. Any clarification submitted by a bidder(s) that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the tenders.
- b. If a bidder(s) does not provide clarifications of its bid by the date and time set in the Bank's request for clarification, the bid shall be liable to be rejected.

17. **Notification of Award** –

- a. The bidder(s) who qualifies the Technical Evaluation and is 'L1' in Financial Bid shall be awarded the tender.
- b. Until a formal agreement is prepared and executed, the notification of award shall constitute a binding agreement. The successful bidder(s) shall take over entire work within 7 days of notification of award of work.

The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.

18. **Performance Security** –

- a. EMD of successful bidder will be released after submission Demand Draft (DD) or through NEFT/RTGS or Bank Guarantee in the prescribed format as a security deposit of 5% of contract value or **Performance Bank guarantee** of 5% of the contract value as Security for due fulfilment of terms and obligation of contract period from any scheduled Bank in the form prescribed by the Bank as per **Annexure C** (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract
- b. Failure of the successful bidder to submit the security deposit or to sign the agreement shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and delisting of such bidder.

- c. The security deposit shall be released without interest after 2 months of satisfactory completion of the agreement period. No claim shall be made against the Bank in respect of interest on the Security Deposit.
- d. The amount of Security Deposit shall be liable to be forfeited if the provisions indented by the bank are not supplied or the provisions/items provided by the supplier/vendor against the indents placed on them in pursuance of this contract are subsequently found to be not conforming to adequate quality or up to the mark.
- e. It may be noted that no interest shall be paid on Security Deposit.
- f. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.
- g. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the contract period set out in the tender at any time during the currency of committed period of one year.

19. Indent and delivery of supplies –

- a. On receipt of indent for supply from the Bank, the delivery of supplies in full shall be made at the indicated premises of the Bank or the residential colony of the Bank to which the indent pertains, during the working hours, as soon as possible but not later than **fifteen days**.
- b. The supplier should have complete information on the delivery persons engaged by them and ensure that only persons having a clean police record are deployed for RBI duty. The supplier shall arrange to provide the Bank with details of the delivery persons (with photographs) and RC Copy of vehicle entering the Bank premises for delivering the order.
- c. Bank reserves the right to demand change of delivery staff if warranted. In case of leave taken by any delivery staff, it will be the responsibility of the vendor to ensure uninterrupted service/substitute arrangement. However, frequent change in the personnel may be avoided.

20. Penalty –

- a. The Bank reserves the right to levy a penalty if there is deterioration in the service provided or poor/deficient service, insolvency, irregular activities, unsatisfactory/ deficiency in the quality of material, hygiene, etc. In case of

any dispute in this regard, the decision of the Bank shall be final and binding. In such a scenario, the security deposit made by the supplier will be forfeited.

- b. If the contractor fails to complete the works within tender specified completion period, the contractor shall pay the Employer at rate of **0.25 % of the cost of indent placed** per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the **cost of indent placed** and the Employer may deduct such damages from any money due to the Contractor.

21. Termination Policy –

- a. The Bank may, without prejudice to any other remedy for breach of Contract, by giving written notice of fifteen Days (15) days sent to the Bidder's address as registered with RBI and upon the Bidder's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part if the Bidder fails to deliver any or all of the items/works within the time period(s) specified in the Contract;
 - b. On termination of the Contract for default, the EMD/PBG of the Bidder will be forfeited.
 - c. On termination of the Contract for any default, suitable action will be taken including but not limited to blacklist the Bidder.
 - d. Mutual Termination: The supplier who wishes to terminate the contract by mutual agreement shall give notice by assigning the reason(s) thereof. On acceptance by the Bank, the contract may be mutually terminated after a period of 30 days from the day of acceptance by the Bank.
22. **Non-Disclosure clause** - The agency shall not disclose directly or indirectly any information or materials and details of the Bank's structure/systems/equipment etc. which may come to possession or knowledge of the agency while discharging its contractual obligations in connection with this agreement to any third party and shall at all times hold the same in the strictest confidence. The agency 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 agency shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The agency shall indemnify the Bank for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as a breach of contract

on the part of the agency, the Bank shall be entitled to claim damages and pursue legal remedies. The agency shall take all appropriate actions concerning its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The agency's obligation for non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

23. Presentation of bills –

- a. The supplier shall present the bill to the office for the supplies made. The bill should clearly indicate the details of the supplies made such as the name of the item, quantity, rate, name of the manufacturer, batch number, date of manufacture and expiry date (if any), indent no. with date etc. and any other information required by the Bank.
- b. The bill shall be supported by the original indent along with the certificate from the authorized official of the Bank receiving the delivery under his/her signature, with date, seal of the office for receipt of the items indented.
- c. Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

24. Payment Terms –

- a. Payment of the bills presented, will normally be arranged within one month from the date of presentation of the bill subject to the correctness of the bill along with the supported documents as mentioned in the tender document. However, the supplier shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any unforeseen reason. The payment will be made through NEFT/RTGS for which the supplier needs to submit the requisite details such as bank address, account number, IFSC Code, PAN details, etc.
- b. The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.
- c. The payment for the system will be made by the office at which the materials are supplied. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state.
- d. The contractor shall not be entitled to claim any compensation for any loss suffered by him because of delay in the supply of any of the materials.

25. Corrupt, fraudulent or unethical practices –

- a. The Bank requires that the supplier observes the highest standards of ethics during the procurement and execution of the contract for Supply of bio-degradable cum compostable garbage bags. In pursuance thereof, the following provisions are set forth:
 - i. The supplier shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of the Bank in the contract execution.
 - ii. The supplier shall not resort to misrepresentation of facts, any act or omission that knowingly or recklessly misleads, or attempts to mislead, to influence the execution of a contract to the detriment of the Bank.
 - iii. The supplier shall not resort to coercive practice i.e., impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - iv. The supplier shall not indulge in collusive practice wherein an arrangement between two or more parties is designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - v. The Bank will declare a supplier ineligible, either indefinitely or for a specified period of time, for the award of contract, if at any time, it determines that the supplier has engaged in corrupt and fraudulent practices in executing the contract.
- b. The Bank may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any supplier for any of the following reasons –
 - i. supply of sub-standard/spurious/substitute materials;
 - ii. delay in supply /refusal to supply/non-supply of materials;
 - iii. overcharging in the bill;
 - iv. in case it is found that for any particular item in the indent, the date has expired or is near the date of expiry;
 - v. if the supplier fails to perform any other obligation(s) under the contract;
 - vi. in the judgement of the Bank, it has engaged in corrupt and fraudulent practices; and
 - vii. poor/deficient service in terms of on-time delivery.
- c. If any such case indicated in (b) above is noticed during subsequent scrutiny after or before the payment, then the supplier shall refund the disputed/excess amount already paid by the Bank, replace the materials in question. The Bank

may stop payments due or recover the cost of such supplies from the amounts due to the supplier.

- d. The arrangements with the vendors/suppliers shall also stand terminated in the case of their insolvency or them entering into any arrangement/compensation with their creditors.
- e. The Supplier shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against the supplier’s employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bank and the Supplier shall ensure appropriate action under the said Act in respect to the complaint”. Any complaint of sexual harassment from any aggrieved employee of the supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the supplier, for instance, any monetary relief to Bank’s employee, if sexual harassment by the employee of the supplier is proved by the Committee. The supplier shall be responsible for educating its employees about the prevention of sexual harassment at workplace and related issues.

26. Indemnity –

- a. The supplier shall indemnify the Bank against all actions, suits, claims and demands brought or made against the Bank in respect of anything done or committed to be done by the supplier in the execution of or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the supplier for anything done or committed to be done in the execution of this contract.
- b. The contractor shall indemnify the Bank against any expenses arising from any injury or loss to the persons or property and in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and in respect of any award of compensation or damages consequent upon such claim.
- c. Any damage to the Bank’s property caused by the contractor will have to be made good by the contractor at her/his/their cost

27. Contract Labour -

- a. The contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC), payment of Gratuity under Payment of Gratuity Act, 1972 to their deployed Workmen as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments.
- b. The workmen should be paid the minimum wages under the Minimum Wages Act, 1948 & rules made thereunder. Besides, the workmen should be given Employees Provident Fund as per EPF Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Workmen's Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to cancel the contract.
- c. The Contractor shall maintain all records and legal documents updated as per prevailing statute and have to produce before the management / statutory authorities as and when asked for.
- d. The Principal Employer i.e., the Bank shall not be responsible for providing any employment benefits to the contract labour/workers/employees. In the event of the Bank as the Principal Employer being required/called upon to pay any amount to the contract labour/workers/employees engaged by the contractor due to lapse or default on his part in discharging his obligation in terms of any law in force, such amount would be recoverable by the Bank from the contractor as debt due to the Bank by the contractor.

28. Sub-contracting and Intermediaries–

- a. The supplier shall not engage any agent or enter into sub-contract with any other supplier for executing the supply order.
- b. Each bidder (each member in the case of partnership firm / joint venture/ consortium) is required to confirm and declare with the bid that no agent, middlemen or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include

any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the bidder as non-compliant and declare the contract, if already awarded to the bidder, to be null and void.

29. **Dispute Resolution and Arbitration –**

- a. In the event of any question, dispute/ difference arising under the agreement or in connection therewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Chennai or his/ her nominee.
- b. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or being unable to act for any reason whatsoever, the Regional Director, RBI, Chennai shall appoint another person to act as arbitrator in place of the out-going arbitrator and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by its predecessor.
- c. The arbitrator shall give interim awards and / or directions, as may be required.
- d. The aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder and any modification thereof, from time to time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

30. **Signing of Agreement –** The successful bidder(s) shall execute an agreement with the Bank on Non-Judicial stamp paper of value (as applicable) within 15 days of award of work. The stamp duty shall be borne and paid by the bidder. However, the issue of work order by the Bank shall be considered as binding Agreement, as though such an agreement has been executed and all the terms and conditions shall apply on this Agreement. The agreement and rates will be valid for a period of 1 year.

31. **Risk and Cost Clause:** Notwithstanding anything contained above and/ or in any other clause, the Bank reserves the right to terminate the contract due to any failure on the part of the Supplier in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation, without assigning any reasons. The decision of the Bank about the failure on the part of the Supplier shall be final and binding on the Supplier. If there is any stoppage of service in any area of the operation, for any reason/s, the Supplier would be liable for

compensation to the Bank and the Bank would be free to initiate any penal action as decided by Bank. In the event of any failure on the part of the Supplier, Bank shall have the right, without any prejudice, to get the work done through any other alternate Supplier at the risk and cost of the Supplier. The additional cost, loss, if any incurred by the Bank shall be recovered from the amount payable to the Supplier or from the security deposit and the Supplier shall not have objection to such recovery.

32. **Safety and statutory measures:** The bidder shall take all safety measure during the execution of the work. The Bank will not accept any liability for any mishap / accident caused while working.

33. **Renewal of Contrcat/ Provision for an extension:**

- a. At the sole discretion of the Employer, the contract shall be considered for further renewal maximum of two occasions subject to it agreeing for renewal based on same terms and conditions provided by the Employer and the quality of service rendered by the concerned agency during the previous contract period has been satisfactory, if Bank desires so. The decision of the Employer in this regard shall be final and binding.
- b. When the period of contract is about to expire, the matter of extension of the contract may be considered by the Bank. Three months before the expiry of the existing cotntract, the contractor shall provide in writing to the Bank, whether he/she is willing to renew the contract for a further period on existing terms and conditions.
- c. While renewing the existing contracts, adjustments in time period may be made to ensure that the next renewal fall due on 1st April every year.

34. **Jurisdiction:** This agreement shall be subject to the jurisdiction of the courts at Chennai only. All disputes arising out of or in any way connected with this work shall be deemed to have arisen at Chennai and only courts in Chennai shall have the jurisdiction to determine the same.

I / We hereby declare that I/We have read and understood the above conditions for the guidance of tenderers.

Place: _____ Signature of Tenderer with address and seal

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

Annexure 'A'.**Pre-qualification/Eligibility Criteria forms.****Format 1****Basic Information.**

1(a)	Name of the Contractor / firm.	
1(b)	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2(a)	Details of registration of the firm: whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc, or MSME Registration etc., (upload the relevant documents in support thereof).	
2(b)	Name of the proprietor or Partners / directors of the organization / firm.	
3(a)	Registered Address.	
3(b)	Address for correspondence.	
4(a)	Contact person.	
4(b)	Designation.	
4(c)	Telephone No.	
4(d)	Mobile No.	
4(e)	FAX / Tele-fax:	
4(f)	e-mail id.	

5(a)	(i). GST Registration details and No. (ii). PAN No. (Upload relevant documents)	
5(b)	Details of registration of labour, ESI, EPF if any.	
6 (a)	Number of years of experience of contractor / Firm of contractor in the field. (Upload relevant documents as per Format 2).	

Place:

Signature of bidder:

Date:

Address & seal:

PREVIOUS WORK EXPERIENCE List of important similar works executed by the contractor / firm
(Works completed before June 30, 2020).

Sl. No.	Name of similar work and location	Nature of work involved in the contract	Name of the owner/ client Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Reason for delay if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation/Arbitration if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)				
1.	2.	3.	4.	5 a	5 b	6	7	8	9

Signature of the bidder with seal

List of important similar works 'in hand'

Sl no	Name of the work and location	Nature of work involved in the contract	Name of the owner and Whether Government or Semi- Government or Private Body with full postal address.	Contract Amount in ₹	Any other relevant information
1	2	3	4	5	6

Signature of the bidder with seal

Details of similar eligible work(s) (qualifying) completed during last three years ending June 30, 2023

[Work(s) costing above the minimum value specified in pre-qualification criteria].

Sl no	Name of similar work and location	Nature of work involved in the contract.	Name of the owner/ client and also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidders' client who can be contacted by the bank in case it is so needed).	Cost of work		Whether work was left incomplete, or contract was terminated from either side?	Litigation/ Arbitration if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)			
1.	2.	3.	4.	5.	6 a	6b	7	8	9

1. This list of work is for each qualifying works as specified in section C of Pre-qualification criteria.
2. For qualifying works, client certificate as per Format 3A shall be submitted.

Signature of the Bidder with seal

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR (On Client's Letter Head)

Name & address of the Client:

Details of Works executed by Shri./Smt./M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Details of compensation levied for delay (indicate amount) if any.	
5	Gross amount of the work completed and paid	
6	Name and address of the authority under whom works executed	
7	Whether the contractor employed qualified supervisor/Overseen during execution of work?	
8	Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
9	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
10	Comments on the capabilities of the contractor.	
	a) Timely delivery of Goods	Outstanding/Very Good/ Good/Satisfactory/poor
	b) financial soundness	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

Signature & Seal of authorized signatory

Regarding performance report/clients' certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled .in properly

(ii) The Client Certificates should be submitted in a sealed cover addressed to the Regional Director, Reserve Bank of India, Chennai for each of the Prequalification work/s

Note: The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted

FINANCIAL INFORMATION

Sr.no.	Details	Financial Year		
		2019-20	2020-21	2021-22
		Or 2020-21 ₹ in lakh	Or 2021-22 ₹ in lakh	Or 2022-23 ₹ in lakh
1	Gross Annual financial turn over certified by Chartered Accountant.			
2	Profit/ Loss			

Note:

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant. 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, as a proof of creditworthiness.
- ii. Submit supporting documents

Signature of the bidder with seal

FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)

Place:

Date:

Smt. Uma Sankar
Regional Director for Tamil Nadu & Puducherry
Reserve Bank of India
Estate Department
Fort Glacis, Rajaji Salai
Chennai - 600 001.

This is to certify that to the best of our knowledge and information M/s. /Shri.....
a customer of our bank having marginally noted address, are/is respectable and can
be treated as good for any engagement up to a limit of
₹.....(Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any
of its officers.

For the Bank with Name, Designation & Seal

Note:-

- (i) Bankers' certificates should be on letter head of the Bank
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Details of Bidder's Banker

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

Signature of the bidder with seal

Annexure 'B'

Format for Letter of Auhthorisation / power of attorney for signing of application/proposal

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
..... (Name and
residential address of Power of Attorney holder) who is presently employed with us
and holding the position of
..... as our attorney, to
do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to our tender for **“Supply of bio-degradable cum
compostable garbage bags of size (19”x21”) to the Bank’s residential colonies
at various locations in Chennai”** including signing and submission of all documents
and providing information / responses to Estate Department RBI, Chennai
representing us in all matters before RBI Chennai, and generally dealing with RBI
Chennai in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney
Pursuant to this Power of Attorney and that all acts, deeds and things done by our
aforesaid attorney shall and shall always be deemed to have been done by us.

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(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 'C'

Proforma of Performance Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

The Regional Director

Reserve Bank of India

16, Rajaji salai

Chennai- 600 001

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **"Supply of bio-degradable cum compostable garbage bags of size (19"x21") to the Bank's residential colonies at various locations in Chennai"** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

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

your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR

_____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be

revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above-named Bank)

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal with Address)

Annexure 'D'

**ECS/ NEFT mandate form
(Mandate for receiving payments through ECS /NEFT from RBI, Chennai)**

All entries should be filled in neatly and legibly in Capital letters

Details of the Vendor											
1	Name of the Vendor										
2	Address of the Vendor										
3	Email ID of the Vendor										
4	Phone Number										
5	Mobile Number	0									
6	Contact Person										

PAN and GSTIN Details			
PAN.		PAN Card Holder Name	
GSTIN No.			

Bank account particulars of the Vendor											
1	Name of the Bank										
2	Name of the Branch										
3	Address of the Bank Branch										
4	IFS Code (11 digits)										
5	MICR Code (9 digits)										
6	Bank account type (SB-10/ CA-11 / CC -13)										

7	Core Banking Account No.																			
---	-----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please enclose the undernoted documents in support of the details mentioned above

- (1) a blank cancelled CTS-cheque
- (2) Photocopy of your PAN card
- (3) Proof of GST registration

Declaration

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

Date _____

Signature of the Vendor/ Account holder

Place _____

Vendor Common Seal

The Mail ID of Estate Department for Communication: estatechennai@rbi.org.in

Annexure 'E'

Complaint Escalation Matrix

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the firm

Annexure 'F'

Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

To
The Regional Director
Reserve Bank of India
16, Rajaji salai
Chennai- 600 001

Sir,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Supply of bio-degradable cum compostable garbage bags of size (19"x21") to the Bank's residential colonies at various locations in Chennai

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

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

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we(Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

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

Signature and name of the authorized signatory of the firm with date

Annex 'G'-

**Undertaking / Declaration of debarment of Public Institutions
(To be submitted by tenderes on their letters head duly sealed and signed by
authorised signatory)**

To
The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001
Dear Sir,

Subject: Supply of bio-degradable cum compostable garbage bags of size (19"x21") to the Bank's residential colonies at various locations in Chennai.

1. I/We certify that..... (Name of the Bidder)

- a) have not been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years.
- b) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
- c) have not rescinded/abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
- d) have been maintaining a clean tract record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.

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

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:



Reserve Bank of India

Chennai – 600 001

Unpriced Bid (Schedule of Quantities)

Sr. No.	Description	Quantity	Rate per bag (Incl of G.S.T)	Total Cost for 12 months (Incl of G.S.T)
1	Supply of bio-degradable cum compostable garbage bags with following specifications to the Bank's residential colonies at various locations in Chennai Color-Blue and Green Size in inches-19" x 21" (Medium) Thickness- 40 Microns	4,39,920 (2,19,960 pieces each color in In packets of 90/60/30 pcs)		Please quote rate per bag inclusive of GST in MSTC website and system will automatically multiply with quantity and shows the final amount.

Place:

Signature of the Tenderer

Date: