



भारतीय रिज़र्व बैंक

सम्पदा विभाग, देहरादून

भारतीय रिज़र्व बैंक, प्लॉट नंबर 16 और 17, आईटी पार्क, देहरादून में स्थापित प्रेसिजन एयर कंडीशनिंग
सिस्टम के 2 सेटों के लिए व्यापक वार्षिक रखरखाव अनुबंध

फर्म / कंपनी का नाम: _____

पता: _____

यह दस्तावेज भारतीय रिज़र्व बैंक (आरबीआई) की संपत्ति है। उक्त कार्य के लिए भारतीय रिज़र्व बैंक को प्रत्युत्तर देने के प्रयोजन को छोड़कर, भारतीय रिज़र्व बैंक की लिखित अनुमति के बिना इसे किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा रूप में कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। इस दस्तावेज़ की सामग्री का उपयोग अधिकृत कर्मियों / एजेंसियों द्वारा यहां निर्दिष्ट उद्देश्य के अलावा किसी भी उद्देश्य के लिए, सख्त वर्जित है और कॉपीराइट उल्लंघन के अधीन है और तदनुसार भारतीय कानून के तहत दंडनीय है।

अस्वीकरण

भारतीय रिजर्व बैंक, सम्पदा विभाग, देहरादून (बैंक) ने यह निविदा दस्तावेज तैयार किया है। संभावित कंपनी/फर्मों को जानकारी प्रदान की जाती है ताकि वे भारतीय रिजर्व बैंक, प्लॉट नंबर 16 और 17, आईटी पार्क, देहरादून में स्थापित प्रेसिजन एयर कंडीशनिंग सिस्टम के 2 सेटों के लिए व्यापक वार्षिक रखरखाव अनुबंध के लिए इस दस्तावेज में निर्धारित नियमों और शर्तों और ऐसी जानकारी से संबंधित किसी भी अन्य नियम और शर्तों के अनुसार अनुबंध में निर्दिष्ट तिथि से बोली लगाने में सक्षम बनाया जा सके।

यह निविदा न तो किसी पक्ष के साथ करार है, न ही किसी पार्टी को किसी भी प्रकार का कार्य करने के लिए आमंत्रित करती है। इस निविदा का उद्देश्य सभी इच्छुक पक्षों के साथ बैंक की आवश्यकताओं को साझा करना है ताकि वे अपनी बोली प्रस्तुत करने में सक्षम हो सकें। हालांकि बैंक ने यहां निहित जानकारी की तैयारी में उचित सावधानी बरती है, बैंक यह दावा नहीं करता है कि जानकारी संपूर्ण है। इस निविदा के उत्तरदाताओं को अपनी पूछताछ करने की आवश्यकता होती है और उन्हें केवल निविदा में जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा कोई उचित जांच-पड़ताल नहीं की जाती है तो बैंक जिम्मेदार नहीं है। बैंक इस निविदा के साथ आगे नहीं बढ़ने, इस दस्तावेज में परिलक्षित समय-सारणी को बदलने या लागू की जाने वाली प्रक्रिया या कार्यविधि को बदलने का अधिकार सुरक्षित रखता है। यह किसी भी प्रतिवादी के साथ निविदा पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। अपनी बोली प्रस्तुत करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार या किसी कारण से हुई लागत की कोई प्रतिपूर्ति का भुगतान नहीं किया जाएगा।

भारतीय रिजर्व बैंक, प्लॉट नंबर 16 और 17, आईटी पार्क, देहरादून में स्थापित प्रेसिजन एयर कंडीशनिंग सिस्टम के 2 सेट हेतु व्यापक वार्षिक रखरखाव संविदा

1. भारतीय रिजर्व बैंक, प्लॉट नंबर 16 और 17, आईटी पार्क, देहरादून में स्थापित प्रेसिजन एयर कंडीशनिंग सिस्टम के 2 सेट (1 वर्किंग + 1 स्टैंडबाय) के लिए व्यापक वार्षिक रखरखाव अनुबंध के लिए ओईएम (मैसर्स ब्लूबॉक्स)/ओईएम अधिकृत सेवा प्रदाताओं से सीलबंद बोलियां आमंत्रित की जाती हैं। इससे संबंधित "नियम और शर्तें" नीचे दी गई हैं।
2. बोली/निविदा में मैसर्स मार्को इक्विपमेंट्स एंड प्रोजेक्ट्स प्राइवेट लिमिटेड (पूर्ववर्ती सीएएमसी सेवा प्रदाता) की भागीदारी को उनकी ओर से पहले काम छोड़ने/सीएएमसी के गैर-निष्पादन के कारण पूरी तरह से खारिज कर दिया जाएगा।
3. बोली को एक सीलबंद लिफाफे में जिस पर "प्रेसिजन एयर कंडीशनिंग सिस्टम के लिए व्यापक वार्षिक रखरखाव अनुबंध" लिखा हो, इस दस्तावेज के प्रत्येक पृष्ठ को विधिवत भरने, हस्ताक्षर करने और मुहर लगाने के बाद ईएमडी की निर्धारित राशि जमा करने के प्रमाण के साथ प्रस्तुत किया जाना चाहिए, जो "क्षेत्रीय निदेशक, संपदा विभाग, भारतीय रिजर्व बैंक, प्लॉट संख्या 16-17, आईटी पार्क, सहस्त्रधारा रोड, देहरादून - 248013" को संबोधित होना चाहिए।
4. बोली पूर्व बैठक 01 दिसंबर, 2025 को दोपहर 12:00 बजे से 01:00 बजे तक उपर्युक्त पते पर आयोजित की जाएगी।
5. बोली केवल संपदा विभाग के कोटेशन बॉक्स में जमा की जानी चाहिए, जिसे उपर्युक्त पते पर स्वागत कक्ष में रखा गया है।
6. बोली जमा करने की अंतिम तिथि 08 दिसंबर, 2025 अप. 03:00 बजे तक है। कोटेशन 08 दिसंबर, 2025 को अप. 03:15 बजे खोले जाएंगे।
7. बोलीदाताओं को सलाह दी जाती है कि वे 08 दिसंबर, 2025 को या उससे पहले अप. 02:30 बजे तक निम्नलिखित खाते में एनईएफटी के माध्यम से बयाना जमा राशि (ईएमडी) के रूप में ₹ 3,800/- (तीन हजार आठ सौ रुपये मात्र) जमा करें:
 - ☐ लाभार्थी का नाम: भारतीय रिजर्व बैंक, देहरादून
 - ☐ खाता संख्या 186003001
 - ☐ IFSC कोड: RBIS0DNPA01 (5 वें और 10 वें वर्ण "शून्य" हैं)

(कृपया एनईएफटी लेनदेन टिप्पणियों में अपनी फर्म/कंपनी का नाम उल्लेख करें)

8. इस राशि पर कोई ब्याज देय नहीं होता है और यह वापसी योग्य है। कृपया ध्यान दें कि असफल बोलीदाता द्वारा प्रस्तुत ईएमडी सफल बोलीदाता को कार्य आदेश जारी करने के 07 कार्य दिवसों के भीतर वापस कर दिया जाएगा। सफल बोलीदाता द्वारा प्रस्तुत ईएमडी इस दस्तावेज में उल्लिखित शर्तों के अनुसार प्रदर्शन बैंक गारंटी जमा करने के 07 कार्य दिवसों के भीतर वापस कर दिया जाएगा। सिक्योरिटी डिपॉजिट पर कोई ब्याज नहीं देना होगा।
9. बैंक बिना कोई कारण बताए किसी भी या सभी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है।

दिनांक:

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
देहरादून



गतिविधियों की अनुसूची

विवरण	निर्धारित समय
1. बोली प्रस्तुत करने की प्रारम्भिक तिथि	नवम्बर 17, 2025, अप. 03:00 बजे से
2. सिक्योरिटी डिपॉजिट/ईएमडी जमा करने की अंतिम तिथि	दिसम्बर 08, 2025, अप. 02:30 बजे तक
3. बोली-पूर्व बैठक	01 दिसंबर, 2025 दोपहर 12:00 बजे से 01:00 बजे तक
3. बोली जमा करने की अंतिम तिथि	दिसंबर 08, 2025, अप. 03:00 बजे तक
4. बोली खोलने की तिथि	दिसम्बर 08, 2025, अप. 03:15 बजे से

Section – I: SCOPE OF WORK

A. Comprehensive Annual Maintenance Service contract:

a. The brief description of the PAC System is as under:

Sr. No.	Description	Location of Installation	Make	Model No.	Serial No.
1	Set -1 consisting of 2 units of 4.5 TR PAC (1W + 1S)	DIT Server room	Bluebox	Datatech UEDA 18.1 HH	SB14414632 & SB14414633
2	Set -2 consisting of 2 units of 3 TR PAC (1W + 1S)	CCTV Server Room	Bluebox	Datatech UEDA 11.1 HH	SB14414630 & SB14414631

b. Comprehensive AMC of the PAC system shall include all its components, all types of spares (Cards, Controllers, Switchgear, Outdoor Fans, Compressor, Humidifier etc.) and consumables required for proper operation of the system for the entire year. The service provider should include the cost for the above in the quoted cost for the CAMC.

c. 24x7 support should be made available by the service provider for all the equipment.

d. **Preventive maintenance at least Monthly or earlier** as prescribed by the OEM shall be carried out to ensure that the system is running under proper working condition. The Service provider should follow the maintenance procedure as prescribed by the OEM and it shall include:

- i. Cleaning of the PAC
- ii. Filter cleaning, removal of dirt and dust.
- iii. Checking the refrigerant pressure for identification of leakage, if any.
- iv. The voltage between phases, neutral and earth may be measured periodically.
- v. Cleaning of fins / coil in ODU using jet pump once in a quarter or as recommended by OEM.
- vi. Check Load Current of the system and rectify abnormality, if any.

- vii. Checking all the terminations for proper tightness
- viii. All the other parameters to be checked as recommended by OEM.
- e. During the currency of the Comprehensive Annual Maintenance Service Contract, all care shall be taken so that the downtime of the system is kept minimum and, in any case, not more than the allowed time for attending to repairs as under:
 - i. Any defects in the PAC affecting the services of PAC partially shall be rectified / repaired within 48 hours from the time of reporting complaint in writing (complaints through SMS, e-mails, fax etc. shall also be treated as complaints in writing).
 - ii. Any defects in any of the PAC leading to complete breakdown of the system, shall be repaired within 24 hours from the time of reporting complaint in writing (complaints through SMS, e-mails, fax etc. shall also be treated as complaints in writing).
- f. The rates quoted should include for repair/replacement of the equipment in case it develops any defect. The rates should also include cost for transportation, Boarding, lodging etc. or any incidental cost in relation with attending to the service call/ defect in the system/ sub assembly. In case of any defect in the PAC the same shall be repaired within specified period including replacement of spares/ components/ sub-system/ cards and any other component, part or whole, which may need replacement/ repairs. In case the repair is not possible due to any reason whatsoever, then the defective item/equipment shall be replaced with the new equipment without any additional cost to the Bank.
- g. The service provider shall keep the sufficient stock of the spares at their service center as required for proper functioning of the system. Non availability of spares/standby units/components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- h. The scope of maintenance in addition to preventive maintenance will also include attending to any number of breakdown calls.

B. Penalty for delay in service during CAMC period: If the down time exceeds the above-mentioned period during **CAMC period**, penal recovery shall be made from any payments due to the service provider at the following rates:

- i. Partial outage of PAC services – @ ₹500/- per day beyond the authorized maintenance period up to 10% of Contract Amount.
- ii. Partial outage of PAC services leading to failure of entire system - @ ₹2,000/- per day beyond the authorized maintenance period up to 10% of contract Amount.
- iii. In addition to this, if the fault is not rectified within the period of 10 days, the Bank shall have right to arrange to rectify the fault at risk and cost of the contractor. The Bank shall have also right to forfeit the Security Deposit/ recover from any dues to the contractor as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

C. Terms of Payment and Renewal of Rate of Comprehensive AMC:

- i. **Terms of Payment:** Bank shall be responsible for making all payments to Service Provider during the CAMC period for rendering satisfactory maintenance services as per scope of works stated herein. **Quarterly payment** shall be made by the Bank to the service provider after rendering of satisfactory services during the quarter by the service provider subject to submission of bill alongwith requisite service reports.
- ii. **Renewal of Rate of comprehensive CAMC:** The rate of CAMC for further period will be renewed based on the following formula:

$$AC = \frac{AP}{100} \left(15 + 70 \times \frac{EPC}{EPP} + 15 \times \frac{WIC}{WIP} \right)$$

AC = The contract amount for the current year.

AP = The contract amount for the previous year.

EPC = Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the current year.

EPP = Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the previous year.

WIC = Consumer Price Index for industrial workers (respective location of installation city) 6 months prior to commencement date of contract for the current year.

WIP = Consumer Price Index for industrial workers respective location of installation city) 6 months prior to commencement date of contract for the previous year.

The Annual Maintenance Contract will be renewed annually (April to March), subject to, the review of satisfactory performance of the vendor, submission to valid service provider authorization certificate of the OEM and these renewals will be limited to 09 occasions.

Section II - Special conditions

1. **Validity of rates:** -The rates quoted shall be valid for a period of 90 days from the date of opening of Bids.
2. **Eligibility Criteria:** -
 - a. **The AMC contractor shall be OEM (M/s Bluebox)/ authorized service provider of OEM of Precision Air Conditioners. A valid service provider authorization certificate / any similar certificate from the OEM must be enclosed along with the bid enabling them to provide the service on behalf of M/s. Swegon Bluebox.** The Contractor/ OEM Authorized Service Provider shall have at least 5 years' experience of carrying out the similar works i.e. Supply, Installation, Testing & Commissioning of Precision Air Conditioners (copies of work order and client certificates must be submitted along with the bid).
 - b. **The Contractor/ Service provider shall enclose a letter from the OEM that it will offer service support by way of spares for currency of the contract.**
 - c. **Service set-up:** - The Company/Firm shall indicate details of the service setup at Dehradun / Uttarakhand / Western UP / NCR. The contractor must submit an escalation matrix indicating the contact details of the service personnel to be contacted in case of service / maintenance requirements and rectification of faults / defects.
 - d. **The Contractor/ Service provider shall be required to submit EMD of @ 2% of the total estimated cost of the CAMC i.e., ₹ 3,800/- (Rupees Three Thousand Eight Hundred only).** The EMD will be non-interest bearing and shall be released on submission of Performance Bank Guarantee.

The same shall be compulsorily deposited in the below mentioned account:

Beneficiary Name: Reserve Bank of India, Dehradun.

IFSC: RBIS0DNPA01 (Fifth and tenth characters are Zero)

Account No: 186003001

{Intimate/ forward the transaction details on estatedehradun@rbi.org.in}

Note: If any of the bidder does not seem to possess the requirements mentioned above their bid will be rejected.

3. The contractor/ Service Provider will be required to execute the agreement for performance of CAMC of Precision Air Conditioning System. Which shall include the following:

a. **Agreement:** The Company/Firm shall execute an agreement with the Bank on stamp paper in the format to be submitted **within fourteen (14) days** from the date of work order. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The cost of executing the agreement will be borne by the Service provider.

b. **Insurance:** - The successful Company/Firm shall maintain workmen compensation policy for the workers engaged in the work. The successful Company/Firm shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Also, submit a Third-party liability policy in joint names of Reserve Bank of India and successful bidder (name of the Bank being first) of minimum Rs. 2 lakh per person for any one accident or occurrence and Rs. 5.00 lakh in respect of damage to property for any one accident or occurrence.

Note: These policies shall be valid till the completion of the work. If the successful Company/Firm does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the successful Company/Firm.

4. **Performance Bank Guarantee:** The Successful Bidder shall furnish PBG for an amount equal to 10% (Ten percent) of the contract value from any Scheduled Bank **(As per format given in Annexure VII) within fourteen (14) days** from the date of work order **or** transfer an amount equivalent to the PBG through NEFT/RTGS to the abovementioned account number **or** withholding of an amount equivalent to the PBG from the monthly bills, with explicit written consent regarding such withholding of amount from the successful bidder to the Bank (which will be submitted along with letter of acceptance) towards PBG/security deposit for the due fulfilment of the contract. This amount must be valid at least till the completion of contractual obligations or submission

of PBG in its real form (i.e., issued by the scheduled bank). It shall be extendable and enhanced for further period of contract subject to, renewal of CAMC on yearly basis from the next year onwards.

5. The **payment for the AMC will be made on quarterly basis** by the Estate Department, Dehradun. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Dehradun.
6. **The period of CAMC shall commence from the 14th day of date of issue of work order till March 31, 2026. The Annual Maintenance Contract will be renewed annually (April to March), subject to, the review of satisfactory performance of the vendor, submission to valid service provider authorization certificate of the OEM and these renewals will be limited to 06 occasions.**

7. **Renewal of Contract:**

8. The rate of CAMC for further period will be renewed based on the following formula:

$$AC = \frac{AP}{100} \left(15 + 70 \times \frac{EPC}{EPP} + 15 \times \frac{WIC}{WIP} \right)$$

AC = The contract amount for the current year.

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The Annual Maintenance Contract will be renewed annually (April to March), subject to, the review of satisfactory performance of the vendor, submission to

valid service provider authorization certificate of the OEM and these renewals will be limited to 09 occasions.

9. **Penalty Clause:** Penalty for delay in service during CAMC period: If the down time exceeds the above-mentioned period during CAMC period, penal recovery shall be made from any payments due to the service provider at the following rates:
- a. Partial outage of PAC services – @ ₹500/- per day beyond the authorised maintenance period up to 10% of Contract Amount.
 - b. Partial outage of PAC services leading to failure of entire system - @ ₹2000/- per day beyond the authorised maintenance period up to 10% of contract Amount.
 - c. In addition to this, if the fault is not rectified within the period of 10 days, the Bank shall have right to arrange to rectify the fault at risk and cost of the contractor. The Bank shall have also right to forfeit the Security Deposit/ recover from any dues to the contractor as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

10. **Confidentiality Statement**

- a. The information contained in this Document or subsequently provided to Company/Firm whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Document and all other terms and conditions subject to which such information is provided.
- b. The purpose of this document is to provide the Company/Firm with information to assist the formulation of their proposals.
- c. This Document does not purport to contain all the information Company/Firm may require.
- d. This document may not be appropriate for all person, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of Company/Firm who reads or uses this document.
- e. Company/Firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources.

- f. The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the document.
 - g. This document and the information provided therein are confidential and intended solely for the use of the Company/Firm.
 - h. The Contractor shall not, directly or indirectly, disclose to any third party any information relating to the Bank's infrastructure/system/equipment etc. that may come into the knowledge or possession of the Contractor while performing his contractual obligations and shall at all times will be kept in complete confidentiality. Failure to comply with the above would amount to breach of contract on the part of the contractor and the Bank would be entitled to claim damages and take legal remedies.
11. Evaluation of successful bidder shall be on Least Cost Selection basis. Bank reserves the right to reject any or all the bids without assigning any reasons whatsoever.
12. Bids with additional conditions / Incomplete / Improper / bids not in sealed covers / bids not accompanied with EMD, shall be outrightly rejected.
13. Bids submitted after the stipulated date and time will not be accepted by the Bank. Bids should be submitted in the prescribed format only. Quotation submitted in any other format will not be accepted by the Bank. Any dispute arising out of this contract/ bid will be sorted out within the jurisdiction of Dehradun only.
14. Multiple / Repeated / Amended submission of quotes shall not be entertained. One Bidder One Quote principle should be followed. In case, more than one bid is submitted by any bidder, all the bids submitted by such bidder will be rejected.
15. Submission of all the documents mentioned in this document is compulsory.

Section III – General Conditions

A. Services to Be Rendered by the Company/Firm: The Company/Firm shall:

- i. Ensure that he deploys trained /qualified and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- ii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/ employer under the agreement.
- iii. Ensure that all persons employed by him, for the purpose for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The Company/Firm shall be responsible for any injury or damages to any persons, animals or any other things.
- iv. Ensure that his employees, while in the office premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the Company/Firm and/ or his employees have observed the same.
- v. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- vi. Ensure that no employees of the Company/Firm will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling Company/Firm's obligations.
- vii. Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings/equipment's there of or any property of the Bank and therein by any act, omission, default or negligence of the Company/Firm or his employees or agents.
- viii. Supply identity cards to his/ her employees or agents who shall be doing the job at the Bank's Office buildings /premises. All the employees and agents should bear the

identity card and their uniform for all the times while they are working in the Bank's Office premises.

B. Minimum wages

- I. The firm shall ensure payment of minimum wages to the workmen employed by they/them through NEFT to their bank account/s as per Contract Labour Act 1970/latest code 2019.
- II. The successful Company/Firm has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.
- III. The successful Company/Firm shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948 and code 2019, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The firm only shall be responsible for liabilities, if any, in this regard.

C. Sexual harassment Clause: The Service Provider / Agency shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013".

- a. The Service Provider agency 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 its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the Service Provider/ agency and the Service Provider/ agency shall ensure appropriate action under the said act in respect of the complaint.

- b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to Banks employee, if sexual violence by the employee of the Service Provide is proved.
- d. The Service Provider shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.
- e. The Service Provider shall provide a complete and updated list of its employees who are deployed within the Banks premises.

D. Non- Disclosure Clause: The Company/Firm 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 Company/Firm 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 Company/Firm 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 Company/Firm 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 Company/Firm 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 Company/Firm and the Employer shall be entitled to claim damages and pursue legal remedies.

The Company/Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The Company/Firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

F. Insurance

The successful Company/Firm shall maintain workmen compensation policy for the workers engaged in the work. The successful Company/Firm shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.

Also, submit a Third party liability policy in joint names of Reserve Bank of India and successful bidder (name of the Bank being first) of minimum Rs. 2 lakh per person for any one accident or occurrence and Rs. 5.00 lakh in respect of damage to property for any one accident or occurrence.

Note: These policies shall be valid till the completion of the work. If the successful Company/Firm does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the successful Company/Firm.

G. Termination of Agreement:

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - a) In the opinion of the Bank (which shall not call-in question by the Company/Firm and shall be binding on the Company/Firm), the Company/Firm fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - b) The Company/Firm commits a breach of any terms and conditions of this agreement and/ or
 - c) For any reason whatsoever, the Company/Firm becomes disentitled in law to perform his obligations under this agreement and/ or
 - d) There is any variation in the ownership/ partnership or management of the Company/Firm or his business without the prior approval in writing of the Bank to such variation.
- ii. In the event of termination of this agreement for any reason whatsoever, the Company/Firm/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

- H. Stamp duty:** The Company/Firm shall bear the cost of the stamp duty of this agreement. Bank shall retain the original and the Company/Firm shall retain the copy of the same.
- I. The Company/Firm shall ensure payment of minimum wages to the workmen employed by him/ her/ them.**
- J.** The several parts of this contract have been read and fully understood by the Company/Firm.
- K.** All payments by the Employer under this Contract will be made only at Dehradun.
- L.** In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Company/Firm shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the schedule of quantities.
- M.** The Employer shall pay the Company/Firm the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
- N.** The said Conditions and Annexures 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.

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

If the Company/Firm is a partnership or an individual.	IN WITNESS WHEREOF the Employer and the Company/Firm have set their respective hands to these presents and two duplicates hereof the day and year first
If the Company/Firm is a partnership or an individual. If the Company/Firm is a	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Company/Firm has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents

Signature Clause:

Signed and delivered by Reserve Bank of India, Dehradun.

(Name and Designation) In the presence of: Witnesses:

1._

Address:

2.

Address:

If the party is a Partnership firm or individual:(Name and Designation) In the presence of:

Witnesses:

1._

Address:_____

1. _____ Address:

Note: Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contract.

Annexure-I**Proforma for List of clients**

Sr. No.	Details	client (1)	client (2)	client (3)
1	Name, Address, fax and telephone numbers			
2	Project name, location and address.			
3	Brief details of the work			
4	Value of work as completed			
5	Date of award of contract			
6	Date of completion of work			
7	Whether the work was carried out under Architect/Consultant, if so, details.			

(Add more columns in case of more than 3 clients)

Seal of the company

Date:

Place:

Signature of Company/Firm

Name:

Designation:

Address:

Email:

Contact:

Articles of Agreement

<u>करार की शर्तें</u>	<u>Articles of Agreement</u>
<p>यह करार वर्ष 202_ केदिन एक तरफ से भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून जिसका केंद्रीय कार्यालय मुंबई में है - 400 001। (इसके बाद इसे "नियोक्ता" कहा गया है) और दूसरी तरफ....., एक कंपनी जिसका पंजीकृत कार्यालय ____ में स्थित है (इसके बाद "ठेकेदार" कहा गया है) के बीच किया गया है। जबकि नियोक्ता भारतीय रिज़र्व बैंक द्वारा तैयार किए जाने वाले कार्य का वर्णन करते हुए विनिर्देशों के अनुसार बैंक के कार्यालय..... में.....यह कार्य प्रदान करने का इच्छुक है। और जबकि ठेकेदार निविदा/कोटेशन/यहां उल्लिखित शर्तों (इसके पश्चात इन सभी को कथित शर्तों के रूप में संदर्भित किया गया है) के अधीन कार्य करने के लिए सहमत है। यह</p>	<p>ARTICLES OF AGREEMENT made the day of , 20 between the RESERVE BANK OF INDIA, PLOT NO. 16 & 17, IT PARK, DEHRADUN having its Central Office at Mumbai - 400 001. (Hereinafter called "the Employer") of the one part and a Company having its Registered Office at (hereinafter called the "Contractor") of the other part.</p> <p>WHEREAS the Employer is desirous of awarding the work of at Bank's as per the specifications describing the work to be done to be prepared by Reserve Bank of India.</p> <p>AND WHEREAS the Contractor has</p>

<p>कार्य वह यहां आगे उल्लिखित संबंधित दरों पर जो कि के बराबर है, की अवधि के लिए कोटेशन/कार्य आदेश में कोट की गई दर पर या इसके अंतर्गत देय होने वाली अन्य किसी राशि पर निष्पादित करने के लिए सहमत है।</p> <p>अब इस पर निम्नानुसार सहमति हुई है:-</p> <ol style="list-style-type: none"> 1. उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त संविदा राशि को ध्यान में रखते हुए, ठेकेदार उक्त शर्तों के अधीन उक्त विनिर्देशों में दर्शाए गए और वर्णित कार्य को निष्पादित और पूरा करेगा। 2. नियोक्ता ठेकेदार को उक्त संविदा राशि या ऐसी अन्य राशि का भुगतान करेगा, जो निविदा शर्तों में निर्दिष्ट समय और तरीके से देय होगी। 	<p>agreed to execute the subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting to the sum of Rupees..... as applicable for the period from to at the rate quoted in the quotation / work order / as therein arrived at of such other sum as shall become payable there under.</p> <p>NOW IT IS HEREBY AGREED AS FOLLOWS: -</p> <ol style="list-style-type: none"> 1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the tender conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown and described in the said specifications. 2. The Employer shall pay the Contractor the said Contract Amount
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<p>3. उपर्युक्त शर्तों में, संपदा विभाग, भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून के प्रभारी सहायक महाप्रबंधक (संपदा) नियोक्ता की ओर से कार्य करेंगे।</p> <p>4. उक्त शर्तों और उनके परिशिष्ट को इस करार के हिस्से के रूप में पढ़ा और समझा जाएगा और इसके पक्षकार क्रमशः उक्त शर्तों का पालन करेंगे, उन्हें मानेंगे और उक्त शर्तों में क्रमशः अपनी ओर से करारों का पालन करेंगे।</p> <p>5. संविदा और यहां उल्लिखित दस्तावेज इस संविदा का आधार बनेंगे।</p> <p>6. नियोक्ता अपने पास कार्य की प्रकृति को बदलने का अधिकार सुरक्षित रखता है जिसमें कार्य की किसी भी वस्तु को जोड़ सकता या हटा सकता है या उसके कुछ हिस्सों को इस संविदा पर प्रतिकूल प्रभाव डाले बिना</p>	<p>or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.</p> <p>3. In the said Conditions herein before mentioned, the Assistant General Manager (Estate) in charge of the Estate Department, Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun shall act on behalf of the Employer.</p> <p>4. 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.</p> <p>5. The Agreement and the Documents mentioned herein shall form the basis of this Contract.</p> <p>6. The Employer reserves to itself the right of altering the nature of the</p>
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करवा सकता है।	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 अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल देहरादून में किए जाएंगे।	7. All Payments by the Employer under this Contract will be made only at Dehradun.
8. इस करार से उत्पन्न होने वाले या किसी भी तरह से जुड़े सभी विवादों को देहरादून में उत्पन्न माना जाएगा और केवल देहरादून के न्यायालयों के पास इसे निर्धारित करने का अधिकार क्षेत्र होगा।	8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Dehradun and only Courts in Dehradun shall have jurisdiction to determine the same.
9. कि इस संविदा के कई हिस्सों को ठेकेदार द्वारा पढ़ा गया है और ठेकेदार द्वारा पूरी तरह से समझा गया है।	9. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
10. भविष्य में नवीनीकरण बैंक के नियमों के अनुसार होगा।	10. Future renewals will be as per Bank's rules.
11. कार्य आदेश पत्र सं.....इस करार का हिस्सा होगा।	11. The work order letter no.dated will form part of the agreement.

12. निविदा /कोटेशन में एएमसी से संबंधित सभी नियम और शर्तों को भी ठेकेदार द्वारा माना जाएगा।

13. गैर-प्रकटीकरण खंड: ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक की बुनियादी सुविधा/प्रणालियों / उपकरणों आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा नहीं करेगा, जो इस करार के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या जानकारी में आ सकता है और हर समय पूरी तरह से गोपनीय रखेगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, केवल इसे छोड़कर जो इसके तहत उसके दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या कहीं और कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या

12. All terms and conditions pertaining to AMC in the tender/ quotation will also be honoured by the Contractor.

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

प्रकट नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता की क्षतिपूर्ति करेगा। उपर्युक्त का पालन नहीं करने पर ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय करने का हकदार होगा।

ठेकेदार यह अपने कर्मचारियों के संबंध में सभी प्रकार की उचित कार्यवाई करेगा जिससे यह सुनिश्चित हो सके कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण का दायित्व पूरी तरह से पूरा हो गया है।

गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या इसे समाप्त किए जाने के बाद भी बना रहेगा।

14. लैंगिक उत्पीड़न खंड:

सेवा प्रदाता / एजेंसी "कार्यस्थल पर महिलाओं का लैंगिक उत्पीड़न (रोकथाम, निषेध और

Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

14. SEXUAL HARASSMENT

The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any

<p>निवारण) अधिनियम, 2013" के प्रावधानों का पालन करेगी।</p> <p>सेवा प्रदाता एजेंसी बैंक परिसर में अपने कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत के मामले में "कार्यस्थल पर महिलाओं का उत्पीड़न (रोकथाम निषेध और निवारण) अधिनियम 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगी। सेवा प्रदाता/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और सेवा प्रदाता/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी।</p> <p>बैंक के किसी भी कर्मचारी के खिलाफ सेवा प्रदाता के किसी भी पीड़ित कर्मचारी से लैंगिक उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।</p>	<p>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.</p> <p>Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>The 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.</p>
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सेवा प्रदाता किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा जो उसे सेवा प्रदाता के कर्मचारियों के इसमें शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है, उदाहरणतः यदि सेवा प्रदाता के कर्मचारी द्वारा लैंगिक उत्पीड़न सिद्ध हो जाने पर बैंक कर्मचारी को कोई मौद्रिक राहत देनी पड़े। सेवा प्रदाता कार्यस्थल पर लैंगिक उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारी को शिक्षित करने के लिए जिम्मेदार होगा।

15. शासी भाषा: यह करार अंग्रेजी और हिंदी में निष्पादित किया गया है। यदि इस संविदा का हिंदी अनुवाद अंग्रेजी संस्करण के साथ विरोध करता है या इसमें अंग्रेजी संस्करण के अतिरिक्त या उससे अलग शब्द शामिल हैं, तो अंग्रेजी संस्करण को माना जाएगा।

इसके साक्ष्य में, नियोक्ता ने अपने विधिवत

15. Governing Language: This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

16. 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 two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

<p>प्राधिकृत अधिकारी के माध्यम से इस पर हस्ताक्षर किए हैं और ठेकेदार ने इस पर अपनी कॉमन मुहर लगाई है और इसे उपर्युक्त दिन और वर्ष को दो प्रतियों में निष्पादित किया है।</p>	
<p>ठेकेदार की ओर से हस्ताक्षरित एवं के हस्ते सुपुर्द</p>	<p>SIGNED AND DELIVERED BY the Contractor by the hand of</p>
<p>श्री</p> <p>(नाम एवं पदनाम)</p> <p>इनकी उपस्थिति में हस्ताक्षर किए गए</p> <p>1)</p> <p>पता</p> <p>2)</p> <p>पता</p>	<p>Shri</p> <p>_____</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>_____</p> <p>in the presence of</p> <p>1) _____</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>2) _____</p> <p>_____</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>_____</p>

<p>.....</p> <p>....</p> <p>.....</p> <p>.....</p> <p>(साक्षी)</p>	<p>(Witnesses)</p>
<p>SIGNED AND DELIVERED BY the Reserve Bank of India by the hand of</p>	<p>SIGNED AND DELIVERED BY the Reserve Bank of India by the hand of</p>
<p>Shri _____ (Name & Designation)</p> <p>in the presence of</p> <p>1) _____ _____ Address _____ _____</p> <p>2) _____ _____ Address _____ _____</p> <p>(Witnesses)</p>	<p>Shri _____ (Name & Designation)</p> <p>in the presence of</p> <p>3) _____ _____ Address _____ _____</p> <p>4) _____ _____ Address _____ _____</p> <p>(Witnesses)</p>

Annexure- III

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

1.	Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2.	Name of the Proprietor/ Partners/ Directors of the firm.
3.	Turnover of the firm for the last 3 years (year wise).
4.	Credit facility/ Overdraft facility enjoyed by the firm.
5.	Dealings
6.	The period from which the firm has been banking with your bank.
7.	Any other remarks.

(Signature)

For the Bank

Note:

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

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Company/Firm and
address of their registered office) do hereby constitute, appoint and authorize 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 bid for the **Comprehensive Annual
Maintenance Contract for Maintenance & Service of 2 Sets of Precision Air
Conditioning Systems Installed at Reserve Bank of India, Plot No. 16 & 17, IT Park,
Dehradun** on Item Rate Contract basis for Reserve Bank of India including signing and
submission of all documents and providing information / responses to RBI, representing
us in all matters before RBI, and generally dealing with RBI 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 Company/Firm

Name/(s)

Stamp/Seal of the Company/Firm

(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).

Details of Service Setup

1	Address	
2	Telephone numbers	
3	FAX numbers	
4	Email address	
5	Details of number of engineers, technicians etc. including qualifications and designation, contact numbers etc.	

1. Please specifically indicate the details of the office as above, from where the service for the proposed system at Dehradun will be offered.
2. Please attach additional sheet wherever required.

Seal of the company

Date:

Place:

Signature of Company/Firm

Name :

Designation:

Address :

Email:

Contact:

Annexure – VI

(The successful Company/Firm's should give following declaration (1 & 2) along with the bills).

1. DECLARATION

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

Place:
Company/Firm

Date:

Signature and seal of the

Name:

Address:

Email:

Phone:

Mobile no.:

2. GST DECLARATION

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

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

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

Place:

Date:

Signature and seal of the Company/Firm

Name:

Address:

Email:

Phone:

Mobile no.:

**Annexure VII – Format of Performance Bank Guarantee (On Non-Judicial Stamp
Paper of appropriate value)**

Place : _____

Date : _____

The Regional Director
Reserve Bank of India,
Plot no. 16 & 17, IT Park
Sahasrtradhara Road,
Dehradun 248013

Dear Sir,

**Bank Guarantee for performance of COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (CAMC) FOR MAINTENANCE AND SERVICES OF**

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has entered into a **BIPARTITE AGREEMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR MAINTENANCE AND SERVICES OF** _____ (hereinafter called the "Contract") to M/s _____ (Name of the Service Provider) (hereinafter called "the said Service Provider" which expression shall include its successors and assigns).

AND

Whereas the Service Provider is bound by the said Contract to submit to RBI a Bank Guarantee for performance of CAMC for a total amount of ₹ _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said Service Provider of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request

of M/s _____, the Service Provider, do hereby undertake to pay to the RBI an amount not exceeding Rs. _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their successors, Assigns that in the event of the RBI coming to the conclusion that the Service Provider has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Service Provider; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Service Provider under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Service Provider.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Service Provider or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Service Provider of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs._____ (Rupees_____ only).
- b) Our liability under these presents shall not exceed the sum of Rs._____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto _____ **(60 days beyond the Contract Period)** provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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



RESERVE BANK OF INDIA

Estate Department

Dehradun

PRICE BID

Comprehensive Annual Maintenance Contract for 2 Sets of Precision Air Conditioning Systems Installed at Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun

Sr. No.	Description of Item	Qty	Unit	Amount in Rupees (inclusive of all applicable taxes)
1.	Comprehensive Annual Maintenance Contract for Precision Air Conditioners – Make: Bluebox Rate for Comprehensive Annual Maintenance Contract for Precision Air Conditioners as specified in scope of Work per annum and in adherence with all the terms and conditions mentioned in this document. (INCLUSIVE OF ALL)	1 Job	Annually	
	Total			
Rupees (.....)				

Place:

Date:

Signature and seal of the Company/Firm

Name:

Address:

Email:

Phone: