



भारतीय रिज़र्व बैंक
Reserve Bank of India
संपदा विभाग, Estate Department
जम्मू/Jammu

भारतीय रिज़र्व बैंक, जम्मू में 5 डस्ट कैचर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग हेतु निविदा
Tender for Supply, Installation, Testing & Commissioning of 5 numbers of Dust Catchers
at RBI, Jammu.

E- Tender No.: RBI/Jammu/Estate/174/23-24/ET/245

भाग/Part -I

निविदाकार का नाम /Name of the tenderer: _____

पता/Address: _____

बोली पूर्व बैठक की तिथि (ऑफलाइन): 02.08.2023 को 11:00 बजे

Date of Pre-Bid Meeting (offline): 02.08.2023 from 11:00 Hrs. onwards.

प्रस्तुत करने की अंतिम तिथि: 14.08.2023 को 14:00 बजे तक

Last Date of Submission: 14.08.2023 till 14:00 Hrs

भाग-I खुलने की तिथि: 14.08.2023 को 15:00 बजे से

Date of Opening Part I: 14.08.2023 at 15:00 Hrs onwards.

निविदा अनुसूची (एसओटी) / SCHEDULE OF TENDER (SOT)

a. ई/निविदा संख्या- e-Tender no	RBI/Jammu/Estate/174/23-24/ET/245
b. निविदा का प्रकार /Mode of Tender	ई-प्रोक्योरमेंट प्रणाली / e-Procurement System (www.mstcecommerce.com/eprochome/rbi के माध्यम से ऑन-लाइन भाग I – टेक्नो-कमर्शियल बोली और भाग II – मूल्य बोली) e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. पक्षकारों के लिए एनआईटी डाउनलोड करने की तिथि Date of NIT available to parties to download	06.07.2023
d. ईएमडी प्रस्तुत करने की अंतिम तिथि Last date of submission of EMD	14.08.2023 को 14:00 बजे तक 14.08.2023 till 14:00 hrs
e. www.mstcecommerce.com/eprochome/rbi पर टेक्नो कमर्शियल-बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि। submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	14.08.2023 को 15:00 बजे से 14.08.2023 from 15:00 hrs onwards
f. बोली पूर्व बैठक / Pre Bid Meeting	संपदा विभाग, भारतीय रिज़र्व बैंक, जम्मू में 02.08.2023 को पूर्वाह्न 11:00 02.08.2023 on 11:00 AM at Estate Department Reserve Bank of India, Jammu

<p>g. ऑनकमर्शियल बोली और मूल्य बोली -लाइन टेक्नो-निविदा के बंद-प्रस्तुत करने के लिए ऑनलाइन ईहोने की तिथि</p> <p>Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.</p>	<p>14.08.2023 को 14:00 बजे तक</p> <p>14.08.2023 till 14:00 hrs.</p>
<p>h. भाग-I खुलने की तिथि और समय (अर्थात टेक्नो कमर्शियल-बोली)</p> <p>भाग-II मूल्य बोली: भाग II अर्थात मूल्य खुलनी की तिथि और समय के बारे में अलग से सूचित किया जाएगा।)</p> <p>Date & time of opening of Part-I (i.e. Techno-Commercial Bid)</p> <p>Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately</p>	<p>14.08.2023 को 15:00 बजे से</p> <p>14.08.2023 from 15:00 hrs. onwards</p>
<p>i. लेनदेन शुल्क / Transaction Fee</p>	<p>एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी गेटवे /एनईएफ़टी/आरटीजीएस के माध्यम से लेनदेन शुल्क का भुगतान</p> <p>Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favor of MSTC LIMITED</p>

अनुलग्नक/Annexure-1

ई प्रोक्योरमेंट-के लिए महत्वपूर्ण निर्देश/ Important instructions for E-procurement

बोलीदाताओं से अनुरोध है कि वे अपनी ऑनलाइन निविदा प्रस्तुत करने से पहले इस निविदा के नियम और शर्तों को पढ़ लें।

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

1. **Process of E-Tender:**

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT 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 email which has been provided during filling the registration form.

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

Contact person (RBI):

- a. For Non-Technical Query: Amit Kumar (Assistant Manager): 6006768764, amitkumar6@rbi.org.in
- b. For Technical Query: Himanshu Bhatt (Asst. Manager-Electrical): 9568358974 (himanshub@rbi.org.in) Atul Kumar Gupta (Junior Engg.- Electrical): 8178489046 (atulkumarg@rbi.org.in)

Contact person (MSTC):

Mr. Nitin Anand
Manager (NRO)

Mobile no: 9769760074

Email: bmcdgmstc@mstcindia.co.in

Shri Pankaj Kumar

Assistant Manager (NRO)

Mobile no- 7229068247

Email - pankajkumar@mstcindia.co.in

B) System Requirement:

- 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)
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE:</u></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature

	Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p>

	<p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof
11.	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding

Vendors are requested to quote rate including GST separately for each item as specified in the portal. No change in quoted rates will be accepted.

MSTC portal will be available for uploading documents and rates from Date 06.07.2023 to Date 14.08.2023 till 14:00 hrs.

भारतीय रिज़र्व बैंक
Reserve Bank of India
संपदा विभाग
Estate Department
जम्मू /Jammu

निविदा आमंत्रण सूचना (एनआईटी) / Notice Inviting Tender (NIT)

A कार्य का नाम / Name of the work:

भारतीय रिज़र्व बैंक, जम्मू में 5 डस्ट कैचर्स की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए दो भाग (भाग I और भाग II) में ई-निविदा। इस कार्य की अनुमानित लागत ₹6.00 लाख है।

e-Tender in two parts (Part I & Part II) for Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catchers at RBI, Jammu. The estimated cost of the work is Rs. 6.00 Lakh.

B अनुसूची / Schedule:

C महत्वपूर्ण जानकारी / Important Information	
कार्य की अनुमानित लागत / Estimate cost of the work	₹6.00 लाख/Lakh
बोली जमानत राशि / ईएमडी Bid security amount / EMD	Rs.12000/- along with the Part I /Technical – Commercial Bid.
निविदा की लागत / Cost of the tender	शून्य / NIL
i) डीडी/बैंक गारंटी/एनआईएफटी के माध्यम से ईएमडी जमा करना और लेनदेन विवरण (यूटीआर नंबर या डीडी/बैंक गारंटी) की स्कैन प्रति (पीडीएफ में) sumitjain@rbi.org.in , estate@rbi.org.in पर भेजना और www.mstcecommerce.com/eprochome/rbi पर अपलोड करना। EMD through DD/Bank Guarantee/NEFT and	नेट बैंकिंग के माध्यम से एनआईएफटी द्वारा भारतीय रिज़र्व बैंक, जम्मू को खाता संख्या 8714295, IFSC RBIS0JMPA01(0 = zero) Rs 12000/- by NEFT paid through NEFT/ Net banking

<p>intimate/forward the transaction details (UTR number OR scanned copies (in PDF) of DD / Bank Guarantee) to sumitjain@rbi.org.in, estate@rbi.org.in and upload www.mstcecommerce.com/eprochome/rbi</p>	<p>only to in our A/c No. 8714295, IFSC RBIS0JMPA01(0 = zero) to Reserve Bank of India Jammu. Please mention UTR transection details while applying in the given format.</p> <p>Note: Kindly mention your name/ company name in the NEFT Transaction remarks.</p> <p>No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Jammu.</p> <p>MSEs are exempted from submission of EMD subject to submission of MSE Registration certificate.</p>
<p>निविदा प्रस्तुत करने की अंतिम तिथि और समय / Last date and time submission of the tender</p>	<p>14.08. 2023 को 14:00 बजे तक 14.08. 2023 till 14:00 hrs</p>
<p>निविदा का भाग I खुलने की तिथि और समय Date and time opening of Part I of tender</p>	<p>14.08.2023 को 15:00 बजे से 14.08. 2023 at 15:00 hrs onwards</p>
<p>बोली पूर्व बैठक की तिथि / Date of Pre Bid Meeting</p>	<p>संपदा विभाग, भारतीय रिज़र्व बैंक, जम्मू में 02.08.2023 को 11:00 पूर्वाह्न</p>

		11:00 AM on 02.08.2023 at Estate Department Reserve Bank of India, Jammu
	निविदा का भाग II खुलने की तिथि और समय / Date and time opening of Part II of tender	ईमेल के माध्यम से अलग से सूचित किया जाएगा / Will be intimated separately through email.
	प्रारंभ की तिथि / Commencement Date	कायदेशि जारी होने के 10वें दिन से / 10 th day from the issue of work order
	पूर्ण करने की अवधि / Completion period	कायदेशि जारी होने से 10वें दिन से 02 महीने / 02 months from the 10 th day from the issue of work order
	प्रतिधारण राशि / प्रतिभूति जमाराशि Retention money/security deposit	@ 5% of contract amount (total capital cost of system without buy back of old system) in form of Performance Bank Guarantee (PBG) for first 04 years.
	परिनिर्धारित हर्जाना (समय पर काम पूरा नहीं करने के लिए जुर्माना) Liquidated Damages (penalty for not completion of work on time)	अनुबंध राशि के 10% की ऊपरी सीमा के साथ निर्धारित अवधि से अधिक विलंब के लिए प्रति सप्ताह अनुबंध राशि का 0.25% की लेवी लगाई जा सकती है। 0.25% of the contract amount per week of delay beyond the stipulated period with an

		upper ceiling of 10% of the contract amount, may be levied.
	निविदा की वैद्यता / Validity of tender	भाग I खुलने की तिथि से दिन 90/ 90 days from the date of opening of Part I
	उत्पन्न होने वाले सभी विवाद क्षेत्राधिकार के अधीन होंगे । All disputes arising shall be subject to the jurisdiction	जम्मू / Jammu
	इस निविदा के संबंध में संचार के लिए संपर्क आईडी और पता / Contact id & address for communication in connection with this Tender	ईमेल/Email: estate@rbi.org.in भारतीय रिज़र्व बैंक, संपदा विभाग, तृतीय मंजिल, रेल हेड कॉम्प्लेक्स, जम्मू Reserve Bank of India, Jammu Estate Department, III Floor Rail Head Complex, RBI, Jammu.

क्षेत्रीय निदेशक/ Regional Director,
भारतीय रिज़र्व बैंक/ Reserve Bank of India
जम्मू / Jammu

खंड / Section I
निविदा फॉर्म/Form of Tender

स्थान/Place _____

दिनांक/Date _____

सेवा में/To,

क्षेत्रीय निदेशक / Regional Director
संपदा विभाग/Estate Department,
भारतीय रिज़र्व बैंक / Reserve Bank of India
जम्मू/Jammu

महोदय / महोदया

Dear Sir/Madam,

हमने एतद्वारा ज्ञापन में निर्दिष्ट कार्यों से संबंधित विनिर्देशों, डिजाइनों तथा मात्राओं की अनुसूची की सावधानीपूर्वक जांच की है और उक्त ज्ञापन में निर्धारित स्थल का दौरा किया है और एवं ई-निविदा से संबंधित समस्त आवश्यक जानकारी प्राप्त की है। हम एतद्वारा उक्त ज्ञापन में निर्धारित कार्यों को ज्ञापन के अनुसार निर्धारित समय-सीमा के भीतर संलग्न मात्रा अनुसूची में वर्णित दरों पर और अनुबंध में निर्दिष्ट विनिर्देशों, डिजाइनों और लिखित अनुदेशों के अनुसार निष्पादित करने का प्रस्ताव करते हैं जो हर प्रकार से करारनामा, निविदाकार के लिए पूर्वोल्लिखित सामान्य अनुदेश और विशेष शर्तों, विनिर्देश, डेटा शीट और मात्रा अनुसूची और यथा लागू अन्य शर्तों के अधीन उपलब्ध कराई जाने वाली सामग्री के अनुसार पूरा किया जाएगा।

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation 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, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet 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.

ज्ञापन / MEMORANDUM

(a)	कार्यों का विवरण/ Description of works	भारतीय रिज़र्व बैंक, जम्मू में 5 डस्ट कैचर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग हेतु निविदा Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catchers at RBI, Jammu.
(b)	अनुमानित लागत / Estimated	₹6.00 लाख /Lakh
(c)	भुगतान का प्रकार / Mode of payment	खंड 3.13 के अनुसार As per clause 3.13.

<p>(d) i) डीडीएनईएफटी के /बैंक गारंटी/ माध्यम से ईएमडीजमा करना और लेनदेन विवरण यूटीआर नंबर या) बैंक गारंटी/डीडी) की स्कैन प्रति (पीडीएफ में) sumitjain@rbi.org.in, estate@rbi.org.in पर भेजना और www.mstcecommerce.com/eprochome/rbi पर अपलोड करना । EMD through DD/NEFT and intimate/forward the transaction details (UTR number OR scanned copies (in PDF) of DD / Bank Guarantee) to sanjaymeena@rbi.org.in, estate@rbi.org.in and upload www.mstcecommerce.com/eprochome/rbi</p>	<p>नेट बैंकिंग के माध्यम से एनईएफटी द्वारा भारतीय रिज़र्व बैंक, जम्मू को खाता संख्या 8714295, IFSC RBIS0JMPA01(0 = zero) में ₹12, का भुगतान 000करना । कृपया दिए गए फॉर्मेट में आवेदन करते समय यूटीआर लेनदेन विवरण का उल्लेख करें ।</p> <p>नोटकंपनी / कृपया एनईएफटी लेनदेन टिप्पणी में अपना नाम : का नाम उल्लेख करें।</p> <p>बयाना राशि पर कोई ब्याज देय नहीं होगा। असफल बोलीदाताओं की बयाना राशि भारतीय रिज़र्व बैंक, जम्मू द्वारा वापस कर दी जाएगी।</p> <p>एमएसई को बयाना राशि जमा करने से छूट है, बशर्ते वे एमएसई पंजीकरण प्रमाण पत्र प्रस्तुत करें ।</p> <p>Rs 12000/- by NEFT paid through NEFT/ Net banking only to in our A/c No. 8714295, IFSC RBIS0JMPA01(0 = zero) to Reserve Bank of India Jammu. Please mention UTR transection details while applying in the given format.</p> <p>Note: Kindly mention your name/ company name in the NEFT Transaction remarks.</p> <p>No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Jammu.</p> <p>MSEs are exempted from submission of EMD subject to submission of MSE Registration certificate.</p>
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(e)	कायदेशि जारी के 10वें दिन से काम पूरा होने का समय Time allowed for completion 10 th day from the issue of work order.	02 महीने / months
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2. हम इस बात से भी सहमत हैं कि भाग-I निविदा खोलने की तिथि से 90 दिनों तक बैंक द्वारा स्वीकृति के लिए हमारी निविदा मान्य रहेगी और इस वैधता अवधि को बैंक और हमारे बीच परस्पर लिखित सहमति के आधार पर बढ़ाया भी जा सकता है।

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.

दिनांक/Date:

फर्म का नाम और हस्ताक्षर/ Name and Signature of the firm:

खंड/Section II

करारनामा /Articles of Agreement

यह करारनामा _____ माह के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, जम्मू, जिसका केंद्रीय कार्यालय मुंबई में स्थित है (जिसे इसके बाद "नियोक्ता" कहा गया है) और द्वितीय पक्ष _____ (जिसे इसके बाद "संविदाकार" कहा गया है) के बीच निष्पादित किया गया है।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Jammu having its Central Office at Mumbai (hereinafter called "the Employer") of _____ the one part and (Hereinafter called "the Contractor") on the other part.

यह कि नियोक्ता जम्मू स्थित भारतीय रिज़र्व बैंक, जम्मू में 5 डस्ट कैचर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग हेतु निविदा का इच्छुक है और किए जाने वाले कार्यों की ड्राइंग तथा विनिर्देश तैयार किए हैं और यह कि इससे संबंधित पक्षकारों के बीच और उनकी ओर से उक्त विनिर्देशों, मात्रा अनुसूची को हस्ताक्षरित किया गया है।

WHEREAS the Employer is desirous of Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu, and has caused drawings and specifications describing the work to be done. AND WHEREAS the said specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और यह कि संविदाकार विषयगत कार्य को यहाँ आगे निर्धारित शर्तों और अनुबंध की विशेष शर्तों और मात्रा-अनुसूची में निर्धारित शर्तों तथा समय-समय पर संशोधित और दोनों पक्षों द्वारा परस्पर सहमत शर्तों (जिन सबको इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा गया है) पर उक्त विनिर्देश में वर्णित और मात्रा-अनुसूची में शामिल कार्यों को निर्धारित संबंधित दरों पर निकली कुल राशि अथवा ऐसी अन्य राशि जो उसके तहत देय होगी (जिसे इसके बाद "उक्त संविदा राशि" कहा गया है), पर निष्पादित करने को सहमत हैं।

AND WHEREAS the Contractor has agreed to execute upon the subject work 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 as modified and finally accepted by

both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications 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 there under (**hereinafter referred to as "the said Contract Amount"**).

अब इस बात पर निम्न तरह से सहमति है -

NOW IT IS HEREBY AGREED AS FOLLOWS -

संविदाकार उक्त शर्तों में यथानिर्धारित तरीके और समय पर भुगतान की जाने वाली संविदा राशि के एवज़ में कथित शर्तों पर उक्त ड्राइंग्स में दिखाए गए तथा उक्त ड्राइंग्स में वर्णित और उक्त विनिर्देशों और मात्रा- अनुसूची में वर्णित कार्य को निष्पादित एवं पूर्ण करेगा।

In consideration of the 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 shown upon the said drawings and described in the said specifications and the schedule of quantities.

1.1 नियोक्ता संविदाकार को उक्त संविदा राशि अथवा ऐसी अन्य राशि जो उक्त शर्तों में यथावर्णित समय और तरीके से देय हो, का भुगतान करेगा।

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

1.2 उक्त शर्तों में "आर्किटेक्ट" शब्द का अर्थ होगा मुख्य महाप्रबंधक, परिसर विभाग, कें.का., भारतीय रिजर्व बैंक, मुंबई और किसी कारण से इस संविदा हेतु उनके आर्किटेक्ट न रहने पर, ऐसे अन्य व्यक्ति या व्यक्तियों को नियोक्ता द्वारा इस कार्य के लिए नामित किया जाएगा। किंतु उस व्यक्ति को नामित नहीं किया जाएगा जिसके बारे में लेखा परीक्षक द्वारा नियोक्ता के समक्ष पर्याप्त कारणों के साथ आपत्ति दर्ज कराई जाए। तथापि, इस संविदा के अधीन आर्किटेक्ट के रूप में नियुक्त व्यक्ति या बाद में नियुक्त होने वाले व्यक्ति को यह अधिकार नहीं होगा कि वह उस समय के आर्किटेक्ट द्वारा व्यक्त या लिखित रूप में दिए गए किसी पूर्व निर्णय या अनुमोदन की अवहेलना या अधिक्रमण कर दे।

The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

1.3 इस अनुबंध के नियम और अनुलग्नक इस करार का हिस्सा पढ़े और समझे जाएंगे और इस करार से जुड़े पक्षकार उनका पालन करेंगे और उक्त शर्तों पर प्रतिबद्ध होंगे तथा क्रमशः अपनी ओर से उक्त शर्तों पर करार का निष्पादन 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.

1.4 यहां उल्लिखित ड्राइंग, करार और दस्तावेज इस संविदा का आधार बनेंगे।

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

1.5 इस संविदा को जैसा कि निविदा दस्तावेज के भाग I और भाग II में मात्रा-अनुसूची एवं विनिर्देशों के अंतर्गत वर्णित है, आइटम दर संविदा माना जाएगा।

This Contract is deemed to be item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.

1.6 डीएलपी अवधि के बाद व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी)

Comprehensive Annual Maintenance Contract (CAMC) after DLP period:

(a) संविदाकार मात्राओं की अनुसूची के अनुसार 01 वर्ष के लिए पूर्ण प्रणाली की व्यापक वार्षिक रखरखाव सेवा के लिए अलग से अपना शुल्क उद्धृत करेगा जो एक वर्ष की दोष देयता अवधि (डीएलपी) के बाद लागू होगा। उक्त कार्य करने के लिए दरों में जीएसटी, कामगारों के बीमा, ईपीएफ, ईएसआईसी आदि का शुल्क भी शामिल किया जाएगा।

The contractor shall quote their charges separately for comprehensive annual maintenance service of complete system for 01 years as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include GST, the charges for the insurance, EPF ESIC etc. of the workmen for carrying out the above job

(b) समय-समय पर सिस्टम का निरीक्षण, रखरखाव/सर्विसिंग/सफाई आदि की जाएगी। मौसम की स्थिति के आधार पर आवधिकता मासिक या अधिक होगी।

The system shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be **monthly** or more depending upon the weather conditions.

(c) व्यापक वार्षिक रखरखाव सेवा की शुल्कों में सेवा अनुबंध अवधि के दौरान किसी भी संख्या में ब्रेकडाउन कॉल में भाग लेना, सिस्टम के किसी भी हिस्से को बदलना, जिसमें सभी आवश्यक पुर्जे, उपभोग्य वस्तुएं आदि शामिल हैं। संविदाकार द्वारा एएमसी अवधि के भीतर सिस्टम/सब-असेंबली में पाए जाने वाले किसी भी दोष को बैंक को बिना किसी अतिरिक्त लागत के ठीक किया जाएगा / प्रतिस्थापित किया जाएगा।

(d) The charges for comprehensive annual maintenance service shall include attending any number of breakdown calls, replacement of any part of the system, including all required spares, consumables etc. during service contract period. Any defects in the system/sub- assemblies, found within the CAMC period, shall be rectified / replaced by the contractor without any additional cost to the Bank.

(e) डीएलपी/वारंटी अवधि के दौरान, फर्म को ग्राहक की आवश्यकता के अनुसार मासिक या अधिक समय पर डस्ट कैचर का निवारक रखरखाव करना चाहिए।

During the DLP/warranty period, the firm should carry out the preventive maintenance of the dust catcher on monthly basis or more as per the Client's requirement.

(f) **व्यापक वार्षिक रखरखाव सेवा अवधि के दौरान दोष- सुधार में देरी के लिए जुर्माना**
Penalty for delay in rectification during CAMC:

व्यापक वार्षिक रखरखाव सेवा अवधि (डीएलपी अवधि के बाद) के दौरान, सिस्टम में किसी भी खराबी को सिस्टम में खराबी की सूचना प्राप्त होने के 2 कार्य दिवसों के भीतर ठीक किया जाएगा। इसलिए, उद्धृत दरें उद्धृत करते समय निकटतम सर्विस स्टेशन से यात्रा लागत सहित सभी तरह की लागतों पर विचार कर लेना चाहिए। यदि एएमसी अवधि के दौरान 2 कार्य दिवसों की अवधि के भीतर सिस्टम की खराबी को ठीक नहीं किया जाता है तो ₹200/- प्रतिदिन बशर्ते डीएफएमडी के वार्षिक रखरखाव शुल्क के अधिकतम 10% की सीमा के भीतर हो, जुर्माना लगेगा। डीएलपी के दौरान कोई भी जुर्माना संविदाकारको देय किसी भी राशि या बैंक गारंटी से वसूल किया जाएगा।

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 2 working days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, consider all the cost, including travel cost from the nearest service station. There will be a penalty of **Rs. 200/- per day** subject to maximum of **10% of the annual maintenance charges** of the Dust Catcher, if the defect in the system is not rectified within the period of 2 working days during the CAMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

(f) उक्त निर्दिष्ट जुर्माना खंड (खंड ई) डीएलपी/वारंटी अवधि के दौरान भी लागू होगा।

The penalty clause as specified above (clause e) shall be applicable during the DLP/warranty period also.

(g) व्यापक वार्षिक रखरखाव सेवा अवधि के दौरान सेवा शुल्क का भुगतान : व्यापक वार्षिक रखरखाव सेवा अवधि के दौरान भुगतान संतोषजनक सेवाएं प्रदान करने पर **छमाही आधार पर** किया जाएगा।

Payment of service charges during comprehensive annual maintenance charges:

The payment during the CAMC period shall be **made on half yearly basis** on rendering satisfactory services.

(h) सेवा अनुबंध एक वर्ष की प्रारंभिक वार्षिक सेवा अनुबंध अवधि तथा एक वर्ष की वारंटी के बाद के बाद कम से कम 3 वर्ष की अतिरिक्त अवधि के लिए नवीनीकृत किया जाएगा। अनुबंध का नवीनीकरण करते समय नई अनुबंध राशि निम्न सूत्र के आधार पर निकाली जाएगी:

The service contract shall be renewed for a further additional period of at least 3 years after the initial annual service contact period of one year after one-year warranty. While renewing the contract the new contract amount will be arrived at

based on following formula :

$A_C = A_P [(15+60x(WPI_C/WPI_P)+25x(CPI_C/CPI_P))] / 100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
WPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
WPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI_P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

- 1.7 संविदाकार सिविल कार्यों, विद्युत प्रतिष्ठानों, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को उक्त शर्तों में निर्धारित तरीके से करने के लिए हर उचित सुविधा का खर्च वहन करेगा, और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान की भरपाई करेगा।

The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.

- 1.8 नियोक्ता इस अनुबंध पर प्रतिकूल प्रभाव डाले बिना, अनुबंध की अवधि के दौरान किसी भी समय काम के किसी भी आइटम को जोड़ने या छोड़ने या उसी के कुछ हिस्सों को शामिल करके ड्राइंग और काम की प्रकृति को बदलने का अधिकार सुरक्षित रखता है।

The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

- 1.8.1 समय को इस अनुबंध का सार माना जाएगा और संविदाकार एतद्वारा उक्त शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के दिन से काम शुरू करने और पूरे काम को समय के विस्तार के प्रावधानों के अधीन कार्यदिश जारी होने के 10 वे दिन से 2 महीने के भीतर पूरा करने के लिए सहमत है।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works

order/letter of acceptance as provided for in the said conditions and to complete the entire work within 2 months from 10th day of issue of work order subject nevertheless to the provisions for the extension of time.

1.8.2 इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, जम्मू में किए जाएंगे।

All payments by the Employer under this Contract will be made only at Reserve Bank of India, Jammu.

1.8.3 इस अनुबंध से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को जम्मू में उत्पन्न माना जाएगा और इसे निर्धारित करने के लिए केवल जम्मू के न्यायालयों का अधिकार क्षेत्र होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Jammu and only courts Jammu shall have jurisdiction to determine the same.

1.8.4 इस संविदा के सभी भागों को बोलीदाता द्वारा पूर्णतया पढ़ और समझ लिया गया है।

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

<p>यदि संविदाकार एक साझेदारी फर्म अथवा एक व्यक्ति है। If the Contractor is a partnership or an individual</p>	<p>साक्षियों की उपस्थिति में नियोक्ता और संविदाकार ने ऊपर प्रारंभ में लिखित दिन और वर्ष पर इन दस्तावेजों और उनकी दो डुप्लीकेट प्रतियों पर हस्ताक्षर किए। 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 herein above written.</p>
<p>यदि संविदाकार एक कंपनी है। If the Contractor is a company</p>	<p>साक्षियों की उपस्थिति में बैंक ने अपने विधिवत अधिकृत अधिकारी के माध्यम से तथा संविदाकार ने अपनी आम मुहर लगाकर इन दस्तावेजों और उनकी दो डुप्लीकेट प्रतियों पर ऊपर प्रारंभ में लिखित दिन और वर्ष पर हस्ताक्षर करके उन्हें निष्पादित किया। 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 hereof to be executed on its behalf,</p>

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द / SIGNED AND DELIVERED by Reserve Bank of India, _____

(नाम एवं पदनाम/ Name and Designation)

इनकी उपस्थिति में/In the presence of -

साक्षी/Witnesses –

1. _____

पता/Address _____

2. _____

पता/Address _____

_____ की उपस्थिति में हस्ताक्षरित एवं सुपुर्द किये गए (यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो)

SIGNED AND DELIVERED BY _____ (If the party is a partnership firm or an individual)

साक्षी/Witness -

1. _____

पता/Address _____

2. _____

पता/Address _____

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

THE COMMON SEAL OF _____ was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of –

(1) _____

(2) _____

निदेशक जिन्होंने निम्नलिखित की उपस्थिति में इन दस्तावेजों पर साक्ष्य स्वरूप हस्ताक्षर किए (यदि संविदाकार अपनी सामान्य मुहर के अधीन हस्ताक्षर करता है तो संस्था के अंतर्नियमों में हस्ताक्षर खंड का मुहर खंड से मिलान होना चाहिए।

Directors, who have signed these Presents in token thereof (If the contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

इनकी उपस्थिति में / in the presence of -

(1) _____

(2) _____

संविदाकार द्वारा श्री और विधिवत गठित एटार्नी के हाथ से हस्ताक्षरित और सुपुर्द किया। यदि संविदाकार पावर ऑफ एटार्नी (चाहे कंपनी हो या व्यक्ति) के जरिए हस्ताक्षर कर रहा हो।

SIGNED AND DELIVERED BY the Contractor by the hand of Shri _____ and duly constituted attorney. (If the contractor is signing by hand of Power of Attorney. Whether company or individual.

Section III

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

3.1.1 E-tenders are invited for **Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catchers at RBI, Jammu** for an estimated cost of **Rs. 6.00 Lakh** from eligible firms.

3.1.2. Eligibility Criteria:

(a) Participating firms should be either OEM/authorized dealer and should fulfil the following eligibility Criteria:

- Minimum yearly turnover of Rs. **6.0** Lakhs and above during last **3 financial years** supported by audited financial statements by certified auditor

AND

- Minimum 3 years of experience in the field of undertaking similar works viz. **Supply, Installation, Testing and Commissioning of Dust Catchers** as under: (work done on or before June 2020).

AND

- Completed works of Supply, Installation, Testing and Commissioning of Dust catchers as under

(b) Three works each costing not less than the amount equal to 40% of the estimated cost.

OR

(c) Two works each costing not less than the amount equal to 50% of the estimated cost.

OR

One work costing not less than the amount equal to 80% of the estimated cost. Above works should be done during last 3 years preceding the month of invitation of this tender.

AND

- Should have proper **service setup in Jammu region** with availability of spares parts for rendering after sales service immediately upon call.

AND

- Bidder should submit a copy of Undertaken/Declaration/ Certificate on their letter head duly sealed and signed by the authorized by the authorized signatory.

3.1.3 Tenderers should submit the following documents in respect of their eligibility:

- Copies of detailed work order indicating scope and value of works.

- Completion certificate/client certificate for the qualifying works. Proof for TDS in case the client is a private firm. List of completed works with all the details.
- Financial statement for turnover for last 3 years (duly audited balance sheet copies).
- A letter from **OEM**, authorizing the bidder to participate in the tender or authorized dealer certificate from OEM.

A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected. Copies of all the prequalification documents and copy of duly filled, signed and stamped Part I of the tender should be uploaded in MSTC portal.

3.2 Tender submission:

- a) Tenderers are advised to submit online bids on MSTC portal only. if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and returned.
- b) On receipt of intimation from the Bank about acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.
- c) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.5 Part I – Technical & Commercial:

3.5.1 Part I shall contain the un-priced tender consisting of complete technical specification including documents, commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests and inspection reports, makes of materials, technical description with prequalification documents etc.

Part I of the tender as submitted shall contain the following:

- a) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) A letter from the **OEM, authorizing the bidder** to participate in the tender or authorized dealer certificate from OEM.
- c) **Detailed specifications** of the offered items matching with the specifications contained under this contract along with manufacturer's **catalogue / product brochure**. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures Vis-a Vis those given under the specifications contained under this tender document, the specifications and dimensions given in this tender document shall prevail.
- d) The tenderer should have maintenance set-up at Jammu region address & telephone / fax nos. of maintenance set-up shall be indicated.
- e) Technical data sheet as given under Annexure-A shall be filled up giving full information.
- f) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- g) Duly filled in and signed copies of client's reports (from clients in the attached format, for whom similar works is executed) and Banker's certificate in separately sealed envelopes.

3.5.2 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.

3.5.3 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. **A tender containing deviation from the commercial terms and conditions is liable for rejection.**

3.5.4 All information, correspondence letters shall be addressed to, Regional Director, Reserve Bank of India, Jammu-180012.

3.6 Part II – Price bid

Part II shall be uploaded in the MSTC portal.

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be considered and will be treated as null and void.
- (b) The tenderer must submit online bids on MSTC Portal only. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (c) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option.
- (d) No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.
- (e) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (f) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

3.8 Opening of Tender

Part I of the tenders will be opened on 14.08. 2023 at 03:00 PM onwards. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

3.9 Brief Scope of Work:

3.9.1 The scope of work shall include the following.

- Delivery of all equipment materials for the captioned work to Bank's premises at Reserve Bank of India, Jammu including insurance, packing, handling, transporting, loading/unloading etc. at site.
- Installation, Testing and Commission of Dust Catcher and handing over the system to Bank.
- Providing regular inspection and upkeep of system inclusive of periodic service etc.

3.9.2 The tenderer should indicate the complete description of the working of the system/sub systems and their power requirements with all relevant Brochures/ literature etc. in addition to those called for in the Technical Specifications:

3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications. All quoted rates should be inclusive of GST.

3.9.4 Tenderer shall supply all tools, plants, labor and consumables etc. as required for installation, testing and commissioning of the system.

3.10 Validity of Tender:

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

3.11 Lowest Tender Not Necessarily to Be Accepted:

3.11.1 The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.

3.11.2 The tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

3.12 Earnest Money, Security Deposit & Security during Defect liability period:

3.12.1 All tenderers shall deposit Earnest Money of Rs.12000/- by NEFT in favor of Reserve Bank of India, payable at Jammu or D D from any Scheduled Bank. The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit under any circumstances. EMD of successful tenderer will be released after virtual completion of the work & Submission of performance Bank Guarantee of 5% of the contract value as Security as mentioned in clause No. 3.12.3. EMD of unsuccessful bidders will be returned once the work is awarded to successful bidder, without any interest.

3.12.2 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.

3.12.3 Performance Bank Guarantee:

- a. After completion of the works, the tenderer shall furnish an amount equal to 5% (five percent) of the contract value* for the work in the form of Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure-H towards security deposit for the due fulfilment of the terms and obligations the DLP and CAMC contract. This PBG for 5% contract value (capital cost **A**) should be valid for a period of FOUR (04) years i.e. (one-year DLP plus three years AMC).

The Bank reserves the right to enforce the Performance Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of FOUR (4) years (One-year DLP and 03 years CAMC).

3.13 Terms of Payment:

The payment for the works to be executed under this contract shall be made as follows subject statutory deductions. No variation in the mode of payment will be acceptable.

- 1) 100% of the quoted rates after Supply Installation Testing and commissioning of the system and on submission of relevant documents such as Catalogue, certificates etc. for the quoted model and submission of performance BG as per clause 3.12.3 (a).

3.14 Taxes:

3.14.1 The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, GST, service tax etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance:

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- Storage, erection, testing and commissioning policy (**CAR**).
- **Workmen compensation policy** for the employees of the contractor at site.
- **Third party liability policy** for a total of 10 lakh and with a limit of 2 lakh per accident.

Note: These policies shall be valid till the completion of the work & in the joint name of RBI & the firm with RBI's name being the first one. If the contractor 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 contractor or any other action.

3.16 Completion Period:

3.16.1 Time allowed for carrying out the work is **02 months**, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day of issue of work order.

3.16.2 Damages for non-completion/ liquidated Damages:

The work shall throughout the stipulated period of the contract be preceded with

all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" @ **0.25%** of contract value per week for the period during which the said works shall so remain incomplete subject to a maximum **10%** of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

- 3.16.2 Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

3.17.1 Warranty/ Defects Liability Period.

- (a) The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year. During this period any defect observed in the system shall be rectified within 02 working days of the observation without any additional cost to the Bank.
- (b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be bi-monthly or more depending upon the weather conditions.

a. Comprehensive Annual Maintenance Contract (CAMC) after DLP period:

- i. The tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system for 01 year as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include GST, the charges for the insurance, EPF ESIC etc of the workmen for carrying out the above job
- ii. The system shall be inspected, upkeep/serviced/cleaned periodically. The **periodicity shall be on monthly basis** or more depending upon the weather conditions.

iii. The charges for comprehensive annual maintenance service shall include attending any number of breakdown calls, replacement of any part of the system, including all required spares, consumables etc. during service contract period. Any defects in the system/sub- assemblies, found within the CAMC period, shall be replaced/rectified by the tenderer without any additional cost to the Bank.

iv. **Payment of service charges during comprehensive annual maintenance charges:**

The payment during the CAMC period shall be **made on half yearly basis** on rendering satisfactory services.

v. The service contract shall be renewed for a further additional period of at least 2 years after the initial annual service contact period of one year after and one-year warranty. While renewing the contract the new contract amount will be arrived at based on following formula:

$AC = AP [(15+60x(EPIc/EPIp)+25x(CPIc/CPIp))] / 100$	
AC	The contract amount for the current year.
AP	The contract amount for the previous year.
EPIc	Wholesale Price Index for Electrical Products 6 months prior to the Commencement date of contract for the current year.
EPIp	Wholesale Price Index for Electrical Products 6 months prior to the Commencement date of contract for the previous year.
CPIc	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current
CPIp	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous

The successful tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

3.20 Packing and Dispatch.

1. The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at Reserve Bank of India, Jammu. Signing of Contract Agreement.
2. The General instructions to the tenderers and special conditions, conditions

hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

3. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be sealed & signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
4. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
5. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. This agreement will be valid for period of execution work as well as AMC period. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
6. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

3.21 Sufficiency of Schedule of Quantities:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices

stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.22 Language:

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

3.23 Right to Accept Part Tender:

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

3.24 Evaluation of Tender:

Tenders will be evaluated based on capital cost of the system and taking into account the effect of rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 03 years after the expiry of one year of defect liability / guarantee period.

- Tendered offers shall be evaluated based on the Total Cost of Ownership (TCO) of owning Dust Ctacher having 4 years of useful service life. The said NPV shall comprise:

S. No.	Description	Value
1.	Capital Cost of DFMD Systems	A
2.	Rate for Comprehensive Annual Maintenance Contract (CAMC) for 01 year	B
3.	Multiplying factor for arriving the present value of the future CAMC Payments with the following Assumptions. <ul style="list-style-type: none"> • Discount factor: 8% • Escalation: 5% • Periodicity of CAMC Payment: Half yearly • Defect Liability Period: One year from Handing over of the system • Minimum Period of CAMC: 3 years • The Multiplying Factor (M.F) for working out NPV of AMC for 3 years after 01 years of DLP shall be 2.55. 	MF
4.	Total rebate offered for buy back of old DFMDs	C

Therefore, the **TCO = A - C + (B x M.F)**

Note:

- The total cost of ownership (TCO) shall be worked out as above. Tenders will be evaluated only on the basis of **total cost of ownership** for the work. TCO is calculated for evaluating tender only and not for any kind of payments.

3.25 Force Majeure:

The Tenderer shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the Tenderer's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Reserve bank of India will decide whether delay or failure on the part of the tenderer was the result of an event beyond his control or not. The decision of the Reserve Bank of India in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

3.26 A bidder is liable for debarment/disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g. obstruction of any investigation or auditing of a procurement process.

h. making false declaration or providing false information for participation in a tender process or to secure a contract;

i. failed to disclose conflict of interest

failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Witness

Signature of tenderer

Address

Address

Date

Date

Section (IV) :
Safety Code

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

FIRE SAFETY

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

xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Signature and seal of the contractor

received when in the ordinary course of post, it would have been delivered.

f) "Act of Insolvency"

Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.

g) "Net Prices"

If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" shall mean Tender for Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu.

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction regarding":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use.

The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. **Non-Disclosure Clause**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system / equipment etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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 because 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.

Miscellaneous Clauses

The Sexual Harassment of women at work place:

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013.

a. 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.

b. 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.

c. 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.

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

Place:

Date :

Seal and Signature of Tenderer

Appendix

The condition Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion of work
2.	Date of Commencement	10 th day from the date of issue of work order
3.	Date of Completion	Date of virtual completion certificate.
4.	Rate of liquidated damages for non-completion of work.	0.25% of contract value per week of delay subject to a maximum of 10% of the contract value.
5.	Completion period	2 months from 10th day of date of issue of work order
6.	EMD	Rs 12,000/- to be submitted along with tender document. Tenders without EMD will be rejected.

Seal & signature of Contractor

SECTION VI

Commercial Conditions

Check List

Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu.

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs.12000 to be submitted along with tender document.	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	DLP	One year from date of virtual completion.	
6	Service after sales during CAMC	Quoted rates shall include the cost of repairs/ maintenance including replacement of any material / assembly / equipment / spares / labor if found.	
7	Completion period	02 months from 10th day of letter of award of work.	
8	Liquidated damages	0.25% of contract value per week of delay subject to a maximum of 10% of the contract value (excluding buy back and AMC values).	

Place

Date

Seal & Signature of Contractor

Section – VII Technical Specifications

Description of product: The product should have a high performance 360 degree multilayer filter. Filter pollutants such as dust, particulate matter (PM 10, PM2.5 and minor), pollen, Cotton fibers, Air suspended Solid or Liquid Particles, batterie, exhaust fumes, chemical vapours and removal of odours. High quality control panel provides function modes such as Auto/manual/turbo. The product should have intelligent sensor technology and should automatically controls the power. The fan speed can be manually adjusted at 3 levels. The product should have feature such as Timer function, lock function, filter status etc.

Dust Catcher Specifications-

1. The operating Voltages should be 230 Volt +- 10%.
2. Operating Frequency- 50 Hz +- 5%
3. The Power consumption should not be more than 250 Watt.
4. It should be Floor mounted type with wheels / Roll car for proper movement.
5. It should have Clean air delivery rate- up to 800 cubic meter per hour.
6. It should have Room size coverage- up to 90 sq. mtrs.
7. It should have No. of air cleaning / filtration stages- minimum 05 stages.
8. It should have Pre filter, Hepa Filter, Activated carbon filter.
9. It should have 360-degree filter (enabling coverage of entire surface area of the filter and greater efficiency than conventional filters).
10. It should have Variable fan speed levels
11. It should have effective against smells, PM 2.5 and micro dust particles etc.
12. It should be working in Automatic mode.
13. It should be have multi mode operation.
14. It should have Convenient Time.Date

Contractor Signature with Company Seal

ANNEXURE-‘A’

A. SCHEDULE OF TECHNICAL INFORMATION TO BE FURNISHED BY CONTRACTOR

System Specification required to be filled by the bidders and also submit the catalogue and leaflet of their product.	
Make:	Model:
Description	Data of the equipment proposed by the bidder
Operational Voltage	
Operational frequency	
Power Consumption	
Availability of Floor mounted type with wheels / roll car for proper movement	
Clean air delivery rate	
Room size coverage	
No. of air cleaning / filtration stages	
Availability of Pre filter, Hepa Filter, activated carbon filter	
Availability of 360 degree filter	
Availability of variable fan speed levels	
Effective against smells, PM 2.5 and micro dust particles	
Availability of Automatic/ Turbo mode	
Availability of Convenient timer	

Any other details of the product if required:

We have a service setup for after sale service at _____

Particulars

To be filled by Bidder

Name of the service set up establishment

Address:	
Name of the contact person	
Telephone	
Mobile	
Fax number	
Number / strength of technicians deputed at service setup	
Availability of the Spares at Service Centre:	
<p>Bidder must state categorically whether his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.</p>	
<p>Bidder must state categorically whether or not his offer conforms to the specifications given in Section VII,. Bidder is free to quote better version or to add any better configuration in line with technical specification of Section VII.</p>	

Date

Contractor Signature with Company Seal

ANNEXURE-'B'

FORMAT FOR UNDERTAKING FOR PRODUCT & MAINTENANCE SUPPORT

(To be submitted by the tenderer)

NAME OF WORK: Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu.

Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the tender document for the above mentioned work or part thereof, we (*full name of the firm with address*), hereby undertake the complete responsibility for providing full product support and maintenance support for the entire period of the designed life of the equipment so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to the RBI, as and when required in connection with the equipment to enable the RBI to procure spare parts from other sources.

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

UTR Transection Details For Dust Catcher

S.No	Requirements	Details To be filled by tenderer
1	Name of the vendor	
2	Name of the Bank	
3	Account No.	
4	IFSC	
5	UTR details	
6	Date of Payment	

Name & Signature of Tenderer

Date: _____

Place: _____

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

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

- | | |
|---------------------------------|--|
| c) Mobilization of adequate T&P | Outstanding/Very Good/
Good/Satisfactory/poor |
| d) Mobilization of manpower | Outstanding/Very Good/
Good/Satisfactory/poor |
| e) General behaviour | Outstanding/Very Good/
Good/Satisfactory/poor |

Note : All columns should be filled in properly

* countersigned” by Reporting Officer* with Office seal.

*Officer of the rank of executive engineer/Superintending Engineer or equivalent in charge of the equipment installation.

Note: Client's report issued by private organization shall be accompanied by TDS Certificates. (Reports must be submitted in sealed cover addressed to The Regional Director, Reserve Bank of India, Estate Department, RBI Jammu)

Reserve Bank of India
Estate Department
Jammu

UNPRICED BILL OF QUANTITY

Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu.

S. No	Description of the Item	Qty	Unit
1.	Supply, Installation, Testing and Commissioning of Dust Catcher satisfying all technical specifications given under Section VII of the tender.	05	No
	Total capital cost (A)		
2.	Comprehensive Annual Maintenance Service charges inclusive of GST (payable on half yearly basis on rendering satisfactory service) valid for 1 year of AMC after completion of one year of Defect Liability Period.	01	Per Annum
	Total value of AMC (B)		
3.	Rebate for taking away for the existing make Dust Catcher. Make: CECON (2 numbers), Envair (1 no's) The tenderer may visit the site and inspect the system before quoting the rate.	03	No
	Total rebate offered (C.)		

Evaluation of tender as per clause 3.24 of tender Part- I

Name & Signature of Tenderer

Date: _____

Place: _____

Annexure-‘G’

Bankers Detail

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number of Branch	
4	Name of the contact person (Banker)	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

Bank's Seal.

Name & Signature of Tenderer

Date: _____

Place: _____

ANNEXURE-H

Proforma of Performance Bank Guarantee

Regional Director,
Reserve Bank of India
Estate Department,
Jammu

Dear Sir,

Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu

WHEREAS

The Reserve Bank of India, having its Main Office at Shahid Bhagat Singh Marg, Mumbai, and an office at Jammu (hereinafter called the 'Employer') has invited tenders for the work **Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu**. (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Bank Guarantee.

1. M/s _____, (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/-(Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs . _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due

to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that -

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ provided that if so desired by the Reserve Bank of India, 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 this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of _____ Bank.

Authorized official.

(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).

UNDERTAKING

Regarding site visit by the tenderer to understand the work

To,

The Regional Director,
Reserve Bank of India
Estate Department,
Jammu

Dear Sir,

NAME OF WORK: "Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu.

We, _____, the tenderer for the above work confirms that we have visited the site and understood the proper details of the existing system, working presently and the scope of work for the proposed system. We are ready to supply, install, test commission and, maintain the system as per the requirements laid down in Part I of the tender.

Date: *(Name and address of the company with Company Seal)*

FORMAT OF BANKERS' CERTIFICATE

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 financial years (year wise).
4. 2022-2023
5. 2021-2022
6. 2020-2021
7. Credit facility/ Overdraft facility enjoyed by the firm.
8. Dealings: Satisfactory/unsatisfactory
9. The period from which the firm has been banking with your bank.
10. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.9 Lakh - Yes/No

(Signature) For the Bank Note:

Bankers' certificates should be on letter head of the Bank.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Annexure-K

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

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

To,

.....

Reserve Bank of India

.....

Name of Work: _____

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

2. I / We certify that (Name of the bidder)
- i. is not from a country sharing land border with India, or
 - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

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

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

Signature and name of the authorized signatory of the Bidder

with Rubber Stamp

Date:

Place:

Annexure-L

Declaration of debarment

(To be submitted by the tenderer on their letterhead)

Name of Work: Tender for Supply, Installation, Testing and Commissioning of 5 numbers of Dust Catcher at RBI, Jammu.

1. I/We (Name of the bidder) declares that:

a) I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution/ entity in India or any other country as on (last date of submission of bid).

b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on (last date of submission of bid).

c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I/We (Name of the bidder) declare that I/we or our allied firm* (Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by (Name and address of public institution in India or any other country) and the same effective upto (date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.