

#### Notice Inviting Tender (NIT)

Reserve Bank of India, Jaipur invites **limited E-Tendering for conduct of events during All India Inter Institutional Cricket Tournament under aegis of RBI@90 at Jaipur** The tendering would be done through the e-tendering portal of MSTC Ltd. (<u>https://www.mstcecommerce.com/eprocn/</u>). All the eligible firms/contractors must register themselves with MSTC Ltd. to participate in the tendering process. The Schedule of e-Tender is as follows:

a. e-Tender Name	Limited E-Tendering for conduct of events during All India	
	Inter Institutional Cricket Tournament under aegis of	
	RBI@90 at Jaipur	
b. e-Tender no	RBI/Jaipur Regional office /HRMD/1/24-25/ET/372	
	[Cricket Tournament RBI at 90]	
c. Estimated cost of the work	₹48,00,000/-	
d. Mode of Tender	Limited E-Tender	
	(Online Part I - Techno-Commercial Bid and Part II - Price	
	Bid through <u>https://www.mstcecommerce.com/eprocn/</u> )	
e. Date of NIT available to parties to download	August 23, 2024, from 19:00 Hrs onwards	
f. Eligible Vendors	Only empanelled EMAs for conducting events under aegis of	
	RBI@90 for the FY-2024-25	
g. Earnest Money Deposit (EMD)	₹96,000/- (Rupees Ninety Six Thousand Only) to be	
	submitted through NEFT (as per the below mentioned	
	details) along with the Part I/Technical-Commercial Bid.	
	Account Number $-8692299$	
	IFSC Code – <b>RBIS0JPPA01</b> (Fifth and Tenth digits in	
	IFSC code are zero). All bidders need to submit EMD.	
h. Date of Starting of e-Tender for submission of online	August 23, 2024, from 19:00 Hrs onwards	
Techno-Commercial Bid and price Bid at	August 25, 2024, 11011 19:00 1113 011wards	
(https://www.mstcecommerce.com/eprocn)		
Last date of submission of EMD	August 30, 2024 upto 18:00 Hrs	
i. Date of closing of online e-tender for submission of	August 31, 2024, upto 19:00 Hrs	
Techno-Commercial Bid & Price Bid	114gust 51, 2021, upto 19100 1115	
j. Date & time of opening of Part-I	September 02, 2024, at 11:00 Hrs	
(i.e. Techno-Commercial Bid)		
Date & Time of opening of Part-II	September 02, 2024, at 12:00 Hrs	
(i.e. Price Bid)	-	
k. Transaction Fee	To be paid through MSTC Payment	
	Gateway/NEFT/RTGS in favour of MSTC Ltd. or as advised	
	by M/s MSTC Ltd.	

Note- 1. This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

2. Please note that there is no tender fees to download the tender document from Portal.

3. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

4. The Bank is not bound to accept the lowest tender bid and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason, therefore.

5. Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website (<u>https://www.rbi.org.in</u>) and MSTC Website as given above, and will not be published in the newspaper.



#### Reserve Bank of India Human Resource Management Department Jaipur

### LIMITED E-TENDERING FOR CONDUCT OF EVENTS DURING ALL INDIA INTER INSTITUTIONAL CRICKET TOURNAMENT UNDER AEGIS OF RBI@90 AT JAIPUR

Reserve Bank of India, (hereinafter referred to as RBI), Human Resource Management Department, Jaipur invites e-tender under Two - Bid system (Technical & Financial Bid) from empaneled companies/ firms engaged in event management services for conducting events during the All India Inter Institutional Cricket Tournament under RBI@90. The E-Tender along with the detailed tender notice will be available at the E-Tendering portal of MSTC Ltd (<u>https://www.mstcecommerce.com/eprocn/</u>) under the tab "Tenders".

1)	E-tender Name	Limited E-Tendering for conduct of events during All India Inter Institutional Cricket Tournament under aegis of RBI@90 at Jaipur
2)	E-Tender No.	RBI/Jaipur Regional office /HRMD/1/24- 25/ET/372 [Cricket Tournament RBI at 90]
3)	Mode of E-tender	Limited Two-part E-tender (Part I – Technical Bid and Part II – Price Bid)
4)	Date of NIT available to parties to download on website	August 23, 2024 from 19:00 Hrs. onwards
5)	Date of Pre-Bid meeting (may be held online also through Webex)	11:00 Hrs., August 27, 2024
6)	Venue of Pre-Bid Meeting (if held physically)	2 <sup>nd</sup> Floor, Human Resource Management Department, Reserve Bank of India, Rambagh Circle, Tonk Road, Jaipur- 302004.
7)	Uploading of minutes of pre-bid meeting for viewing	On or before 18:00 Hrs. on August 27, 2024
8)	Estimated Cost of E-tender (Including Taxes)	₹48,00,000/-
9)	Date of starting of submission of E- tender	August 23, 2024 at 19:00 Hrs.
10)	Details of Earnest Money Deposit (EMD)	₹96,000/- (Rs. Ninety-Six Thousand only) @2% of the total contract amount To be deposited through NEFT [in the favour of Reserve Bank of India, Jaipur in the A/c No- 8692299- NEFT Inward Account, IFSC- <u>RBIS0JPPA01</u> (5 <sup>th</sup> and

2. The schedule of e-Tender is as follows:

		10 <sup>th</sup> character is zero) mentioning Name/Company name of the vendor in the NEFT transaction remarks.]
11)	Last date of submission of EMD	August 30, 2024 on or before 18:00 hrs.
12)	Date of closing of submission of E- tender (Technical Bid & Price Bid)	August 31, 2024 at 19:00 hrs.
13)	Date & time of opening of Part-I (Technical Bid)	September 02, 2024 at 11:00 Hrs.
14)	Date & Time of opening of Part-II (Financial Bid)	September 02, 2024 at 12:00 Hrs.
		Part-II (Financial Bid) <u>of only those bidder(s)</u> <u>whose Part-I (Technical Bid)</u> <u>is found</u> <u>acceptable by RBI Jaipur</u> will be opened.

Place: Jaipur

Regional Director Reserve Bank of India Jaipur

Date: August 23, 2024



# **RESERVE BANK OF INDIA**

## HUMAN RESOURCE MANAGEMENT DEPARTMENT

## JAIPUR

# LIMITED E-TENDERING FOR EVENT MANAGEMENT DURING ALL INDIA INTER INSTITUTIONAL CRICKET TOURNAMENT UNDER AEGIS OF RBI@90 AT JAIPUR

Name of the Firm/ Company: -\_\_\_\_\_

Address: \_\_\_\_\_

Mobile & E-mail: - \_\_\_\_\_

Last date of submission of EMD:August 30, 2024 on or before 18:00 Hrs.Last date of submission of E-Tender:August 31, 2024 on or before 19:00 Hrs.Date & time of opening of Part-I (Technical Bid): September 02, 2024 at 11:00 Hrs.Date & time of opening of Part-II (Financial Bid): September 02, 2024 at 12:00 Hrs.



# Reserve Bank of India Human Resource Management Department Jaipur

# **Notice Inviting Limited E-Tender**

### LIMITED E-TENDERING FOR EVENT MANAGEMENT DURING ALL INDIA INTER INSTITUTIONAL CRICKET TOURNAMENT UNDER AEGIS OF RBI@90 AT JAIPUR (details given in the e-tender document)

Reserve Bank of India, Human Resource Management Department, Jaipur (hereinafter called "the Bank"), invites e-tender under Two — Bid system (Technical & Financial Bid) from eligible agencies/ companies/ firms engaged in event management for conducting events during all India Inter Institutional Cricket Tournament under RBI@90.

The e-tenderers should submit their proposal as per the guidelines regarding e- tender, along with all supporting documents complete in all respects to satisfy the Bank about the eligibility as specified in the e-tender document on or before 19:00 hrs. on August

31, 2024. The tendering process would be done through the e-Tendering portal of MSTC Ltd <u>https://www.mstcecommerce.com/eproc/</u> All interested companies/ firms/ agencies must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. In case the said eligibility criteria are not fulfilled, the e-tender will be rejected.

E-tenderers shall submit an e-tender proposal along with interest-free refundable EMD of **₹96,000/- (Rupees Ninety-Six Thousand only)** complete in all respect as per the prescribed format. E-tenders not accompanied by EMD will be treated as incomplete and will be rejected. At any time prior to the last date for receipt of e-tender, the Bank may, for any reason, whether on its own or in response to a clarification requested by

a prospective e-tenderer, modify the e-tender document by an amendment. The amendment so made will be notified only on the Bank's website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> and shall be binding on the prospective e-tenderers. In order to provide the prospective e-tenderers with reasonable time to take the amendments, if any, into account in preparing their bids, the Bank may at its discretion, extend the last date of submission of the e-tender. The e-tenderers should regularly check the Bank's website for any corrigendum / clarification regarding the e-tender. No e-tender can be modified subsequent to the last date of submission of the e-tender date of submission of the e-tender. No e-tender can be withdrawn in the time period between the last date for submission of e-tender and the expiry of the e-tender validity period as specified in the e-tender document. Withdrawal of the e-tender during the said interval shall result in forfeiture of the EMD submitted by the e-tenderer.

<u>The Part-I (Technical Bid) of the e-tender will be opened on September 02, 2024 at</u> <u>11:00 hrs.</u> In the event of the day of opening of Part-I (Technical Bid) being declared a holiday, the same will be opened on the immediate next working day at 11:00 Hrs.

The Part-II Financial Bid for only those e-tenderers will be opened who are found eligible after evaluation of Part-I of the e-tender. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-tender and to reject any e-tender without assigning any reason thereof.

The e-tender document is also available on the Bank's website link - <u>https://rbi.org.in/Scripts/BS\_ViewTenders.aspx</u>

Regional Director Reserve Bank of India Jaipur

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# PART-I, SECTION-I

## LIMITED E-TENDERING FOR EVENT MANAGEMENT DURING ALL INDIA INTER INSTITUTIONAL CRICKET TOURNAMENT UNDER AEGIS OF RBI@90 AT JAIPUR

### Important Instructions Regarding E-tender: -

This is an e-procurement event of Human Resource Management Department, Reserve Bank of India, Jaipur. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting your online 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 Part-I Technical Bid as well as Part-II Financial Bid over the Internet will be done. The Vendor should possess Class III type digital signing certificate. Eligible Vendors are requested to make their own arrangement for bidding from a computer connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**NOTE:** The Technical Bid and Financial Bid have to be submitted online only at <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>

- Vendors are required to register themselves online with <u>https://www.mstcecommerce.com/eprocn/</u>→ Vendor Login-> Register as Vendor by filling up details and creating own user id and password→ Submit. The mail/ mobile no. shall be verified by mail and mobile based OTP.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. The vendors need to have both signing and encryption type DSCs in order to participate in the event.
- 3) In case of any clarification, please contact MSTC/RBI, Human Resource Management Department, Jaipur (before the scheduled time of the e- tender).

### Contact persons:

- (i) Shri Kranti Kumar, MSTC, Mobile: 9174009882
- (ii) Shri Rupesh Purohit, Assistant Manager, Human Resource Management Department, RBI e-mail: <u>rupeshpurohit@rbi.org.in</u>, Mobile: +91-9509302345 (10:00 AM to 6:00 PM).
- (iii) Shri Gaurav Kumar Gupta, Manager, Human Resource Management Department, RBI e- mail: <u>gkgupta@rbi.org.in</u>, Mobile: +91-9156411968 (10:00 AM to 6:00 PM)

# **SYSTEM REQUIREMENTS: -**

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Class III type digital signing certificate.
- iv) JRE 7 update 9 and above 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 enabledi.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 <u>https://www.mstcecommerce.com/eproc/</u> once)
- For more details, vendor may refer to the Vendor Guide and FAQ available at <u>https://www.mstcecommerce.com/eproc/</u>

# **B) PROCESS OF E-TENDER:**

- 1. The Technical Bid and the Financial Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a> Tenders will be opened electronically on specified date and time as given in the tender.
- 2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

# 3. Special Note Towards Transaction Fee: -

The vendors shall pay the transaction fee using "Transaction Fee Payment" link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment through NEFT. 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. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

- 4. 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-id, provided is valid and updated at the time of registration with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

# 6. Bidding in e-Tender: -

- a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fee (if any) to be eligible to bid online in the e-tender. Transaction fees is non- refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority within stipulated time.
- b) The process involves Electronic Bidding for submission of Technical and Financial Bid.
- c) The vendor(s) who have submitted transaction fee can submit their Technical Bid and Financial Bid only through Internet in MSTC website <u>www.mstcecommerce.com</u> → e- procurement →PSU/Govt. depts→ Login under RBI → My menu → Auction Floor Manager→ live event →Selection of the live event.
- 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 running, then the vendor will not be able to save / submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.

- f) Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 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 Bank will form a binding contract between the Bank and the vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- I) The Bank 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.
- 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.
- 7. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 8. No deviation from the technical and financial terms & conditions are allowed.
- 9. The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 10. Vendors are requested to read the vendor guide and see the video in the page <u>https://www.mstcecommerce.com/eproc/</u> to familiarize with the system before bidding.

# PART-I, SECTION-II

# **E-TENDER FORM**

The Regional Director Reserve Bank of India Jaipur Regional Office Rambagh Circle, Tonk Road, Jaipur-302004

Dear Sir,

# Limited E-Tendering for Event Management during All India Inter Institutional Cricket Tournament under Aegis of RBI@90 at Jaipur. (Details given in the e-tender document)

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and also having acquired the requisite information relating thereto as affecting the e-tender No. RBI/ Jaipur Regional Office/ HRMD/\_/24-25/ET/\_\_\_[Event Management], I/We hereby offer to take up work of event management during All India Inter Institutional Cricket Tournament under aegis of RBI@90 at Jaipur.

- 2. I/We also agree that the e-tender will remain valid for acceptance by the Bank for 90 (Ninety) days from the date of opening of the e-tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. I/We also agree to provide an Earnest Money Deposit (EMD) and /Performance Bank Guarantee, valid for the entire period of validity of the e-tender.
- 3. I/We hereby agree to abide by all terms and conditions laid down in the above etender document.

- 4. I/We state that before signing this e-tender, we have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
- 5. Should this e-tender be accepted, I/We hereby agree to abide by and fulfil the prescribed terms and conditions in so far as they may be applicable or in default thereof to pay to Reserve Bank of India ("Bank") the amount specified in the said conditions, and for the said purpose I/We agree that the EMD may also be forfeited.
- 6. I/We shall abide by the all the statutory provisions and tax liabilities as applicable.
- 7. I/We understand that Reserve Bank reserves the right to accept or reject any or all the e-tenders either in full or in part without assigning any reason thereof.

# Dated this ......day of August 2024

For and on behalf of M/s.....

(Signature with seal)

Name: -

Designation: -

Place:-



# Reserve Bank of India Human Resource Management Department Jaipur

# PART-I, SECTION-III

Human Resource Management Department, Reserve Bank of India, Jaipur Regional Office ("the Bank") is desirous of engaging an Event Management Company/firm for managing/conducting the events during all India Inter Institutional Cricket Tournament under aegis of RBI@90. The approximate value of the e-tender is Rs 48 Lakh. The vendor who will be awarded the contract considering the reasonableness of price will be considered as L1. The Bank discourages the stipulation of any addition or conditions by the tenderer. However, after the opening of Part I any clarification/conditions etc. if any, will be examined and after discussions with all the tenderers, the conditions that are accepted to the Bank will be intimated to the tenderers. In case more than one L-1(lowest) Bidder, all the L-1 bidder can quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the tenderers have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the tenderer's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to HRMD, Jaipur, subsequently and advised to the tenderers. This letter together with already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised.

1. The contract shall commence from the date of awarding the tender by RBI.

- i. The decision of the Bank regarding consideration of the bids shall be final and conclusive. The Bank reserves the right to reject any or all the bids and to annul the e-tendering any time without assigning any reason thereof and without thereby incurring any liability to e-tenderers.
- ii. The Bank reserves the right to reject incomplete e-tender forms or bids where

the e-tender has been left blank in any place or if information furnished is found to be misleading.

 iii. If the performance of the e-tenderer is found to be unsatisfactory for any reason, in any organization, the Bank reserves the right to reject the bid submitted by the e-tenderer.

2. <u>EARNEST MONEY DEPOSIT (EMD):</u> - Earnest Money Deposit (EMD) of ₹96,000/-(Rupees Ninety Six Thousand only) shall be submitted by August 30, 2024 before 18:00 Hrs. The EMD amount is to be transferred via NEFT only as per the account details given above. Failure to comply with this condition will render the E-tender void and the E- tender will be rejected. The amount of EMD will be returned to all the Etenderers after the completion of the E-tender process. No interest shall be paid on this deposit. 3. Performance Bank Guarantee (PBG) : - In addition to the Retention Money as specified in the tender, on award of the work, the successful tenderer shall furnish a Performance Bank Guarantee of an amount equal to 5% (Five percent) of the contract value (rounded off to nearest thousand rupees) from any scheduled Bank in the form prescribed by the Bank as per Annexure V. Valid for entire period of currency of Contract (DLP) for due fulfilment of the Contractual obligations by the contractor. On receipt of PBG, the agency/ contractor will be required to enter into an agreement/contract on Non-Judicial Stamp Paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank. Failure to furnishing of PBG shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the applicant shall be liable to compensate the Bank for any loss incurred by it for the same. No interest will be paid to the successful bidder for the PBG during the period of agreement. The PBG shall be released to the successful bidder by the Bank after **one month** of completion of the contract period subject to the Bank being satisfied about the successful completion of the contract and no liabilities being subsisting towards the Bank from the successful bidder or its employees. In case of any unsatisfactory service by the successful bidder, the PBG shall be discharged only after adjusting all dues and liabilities by the Bank. The Bank reserves the right to forfeit any part or the whole of the amount of the PBG for losses/reputational risks suffered by it due to failure on the part of the successful bidder or due to termination of contract or the successful bidder becoming disqualified because of liquidation/insolvency or change of composition of the successful bidder. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the successful bidder and the decision of the Bank shall not be questioned.

4. <u>PRE-BID- MEETING</u>: - A pre-bid meeting (either in physical/or through VC subject to the convenience of all concerned) of the intending e-tenderers will be held at 11:00 Hrs on August 27, 2024 at Human Resource Management Department, 2nd Floor, Conference Hall, Reserve Bank of India, Rambagh Circle, Tonk Road, Jaipur-302004.

The Bank will clarify any points/ doubts raised by the bidders in respect of the e-tender during the said meeting. No separate communication will be sent for this meeting. The e-tenderers are expected to get their all issues/doubts clarified during this meeting. However, vendors/parties willing to attend the meeting may send request to Shri Rupesh Purohit (<u>rupeshpurohit@rbi.rg.in</u>) **seeking clarification in advance.** 

5. <u>CANVASSING</u>: - Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

# 6. PART- II, FINANCIAL BID: -

- i. Part-II Financial Bid of the e-tender should contain only the service provider's quoted rates.
- ii. The quoted rates shall comprise of two parts- (a) Base Price (including consolidated transportation cost), (b) GST and any other applicable taxes/charges.
- iii. The rates quoted in the Financial Bid shall be final and will not be enhanced under any pretext during the period of the contract.
- iv. All statutory deductions, as applicable, shall be made from the bills submitted by the successful bidder to the Bank.

## 7. Currency of Bid:

- i. Bid prices shall be quoted in Indian Rupees only.
- ii. The e-tenderer should ensure that all columns of the Financial Bid are duly filled, and no column is left blank. After opening of the Part-II Financial Bid, no clarifications whatsoever shall be entertained by the RBI.

## 8. OPENING OF E-TENDER: -

- i. Part-I Technical Bid will be opened at <u>11:00 Hrs. on September 02, 2024</u> on MSTC portal. Bidders willing to attend the tender opening event scheduled may intimate us in advance so that necessary arrangements for the entry in the Bank premises can be made. The bids of those e-tenderer(s) who have not complied with one or more of the conditions prescribed in the terms and conditions of this e-tender will be summarily rejected.
- ii. The Part-II Financial Bid of only those e-tenderers, who are found eligible after evaluation of part-1, will be opened subsequently, for which intimation

## would be given in due course to the qualified e-tenderers.

- iii. No deviations / conditions shall be stipulated by the e-tenderers in both Part- I Technical Bid and Part-II Financial Bid and conditional bids will be summarily rejected.
- iv. The Bank reserves the right to accept or reject any or all e-tender parts without assigning any reasons whatsoever and its decision shall be final and binding on all the parties.

**9. Validity of e-tender**: The e-tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I, which may be further extended by agreement between the Bank and the e-tenderers. The e-tenderers shall not cancel or withdraw the e-tender during this period or change the quoted rates.

## 10. Other conditions:

- i. All the documents submitted should be duly certified by an authorized person of the e-tenderer.
- ii. The Bank is not bound to accept the lowest or any e-tender and may at any time terminate the e-tendering process without assigning any reason.
- iii. The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee issued by a scheduled commercial bank for the prescribed value or fails to execute the agreement within 90 days from the issue of work order. It may also be noted that a hard copy of the Performance Bank Guarantee duly signed by bank officials is to be submitted to the Bank.
- iv. The Bank will communicate to the successful bidder through letter transmitted by registered post/ speed post/by hand/E-mail that his/ its bid has been accepted.
  The successful bidder will be required to execute an agreement within a period of three (3) days from the date of issue of the work order.
- v. The Contract between the Bank and the successful bidder shall come into full force and effect on the date of issue of the work order. The cost of stamp duties

and similar charges (if any) imposed by law in connection with the Agreement shall be borne by the Contractor. The EMD of the successful bidder shall be refunded, without any interest, by the Bank once the successful bidder submits Performance Bank Guarantee and executes contract agreement with Bank. EMD of the unsuccessful bidders will be returned Within 07 days after the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the e-tender bid evaluation process. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bank Guarantee submitted by the bidder.

#### 11. General information and conditions regarding the captioned e-tender

- i. Before submitting the e-tender, the bidders may go through the terms and conditions of this e-tender document based on which the work will be awarded by the Bank and contract is required to be executed by the successful bidder. The bidders may satisfy themselves as to the eligibility and evaluation (Technical bid and financial bid) criteria prescribed herein. It may also be noted that the terms and conditions specified herein are not exhaustive and the same shall not restrain the Bank from imposing or requiring the bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work to be awarded under this e-tender.
- ii. Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after the award of work and during the currency of the contract.
- iii. In case of partnership firms, the e-tender submitted on behalf of a firm should 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, failing which the e-tender shall be rejected.
- iv. Each Bidder (each member in the case of partnership firm/ joint venture/ consortium) or any associate is required to confirm and declare with his / their bid

that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award and performance of this contract. If the Bank subsequently finds the same to the contrary, it reserves the right to declare the bidder non-compliant and declare any contract if already awarded to the bidder to be null and void.

 v. E-tenderers shall not have any conflict of interest. E-tenderers found to have a conflict of interest as mentioned below will be disqualified from the e-tendering process:

a E-tenderers submitting two different applications and having controlling shareholders in common.

b The E-tenderers (including their personnel and sub-contractors) who have a family relationship with members of the Bank who are directly or indirectly involved in the contract.

vi. In case of any clarification required with respect to the e-tender document, he / she shall seek the same in writing from the Bank not later than the date mentioned in the Schedule of E-tender. Any such clarification, given by the Bank together with details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidders and the Bank which is expressly stated to be an addendum to the e-tender document issued by the Bank, no written or oral communication, presentation or explanation by any employee of the Bank shall be taken to bind or fetter the Bank under the contract.



# HUMAN RESOURCE MANAGEMENT DEPARTMENT RESERVE BANK OF INDIA JAIPUR

# PART-I, SECTION-IV

## SCOPE AND SERVICES OF THE CONTRACT

The scope of work mentioned herewith is only indicative.

Reserve Bank of India entered its 90th year on April 01, 2024. To commemorate this, the Bank is planning to host an All India Inter Institutional Cricket Tournament from September 21 to September 28, 2024 at Jaipur. It is expected that 10 to 12 teams from various organisations/ institutions/ corporates/ PSUs will participate in the tournament. In this regard, one of the venues for the tournament is Sawai Mansingh (SMS) Stadium in Jaipur.

The Event Management Agency (EMA) engaged by the Bank shall be responsible for the venue arrangements and guest management during both the opening ceremony on September 21, 2024 and the closing ceremony on September 28, 2024 at the stadium. The EMA shall also be responsible for making venue arrangements during all the matches at the SMS Stadium. The opening ceremony for the said event is scheduled to be held on September 21, 2024 at the SMS Stadium (designated venue) followed by welcome dinner at the SMS Stadium (Rajasthan Cricket Academy area) which will include raised dais setup for the dignitaries (with seating arrangement of 20-25 dignitaries), stage set-up for live/cultural performance, trophies unveiling, branding of RBI@90, welcoming of teams, release of event schedule, etc. Further, the prize distribution and closing ceremony is scheduled to be held on September 28, 2024 at the stadium after the final match, which will include stage setup, lightening/ arrangements of environment friendly fireworks followed by cultural performance. The scope of work mentioned herewith is only indicative but not limited to these:

### 1) Technical Requirements

#### i. LED screens

The EMA shall provide one large waterproof mounted LED screen (as used in open air sports events) of dimension minimum (16\*12) sq. feet with live streaming feature to cover the cricket match and cultural performances, which shall be installed well in advance to the event for both the opening ceremony and the closing ceremony. Live streaming of the event should be displayed on the LED screen in such a manner that dais occupants as well as other attendees can view the cultural performance/ Cricket Match during the opening and closing day.

#### ii. Audio and Light System

For both opening and closing ceremonies, arrangements may be provided such as PA system, lights for the stage, etc. For the closing ceremony, EMA may provide confetti blast, cold pyro etc.

#### iii. Generators

The EMA shall arrange for silent environment friendly generators (including the junction box, automatic changeover, earthing and extra cables, diesel for the days of the opening and closing ceremony, having ability to generate enough power to run the entire venue uninterruptedly during the event, if needed. Necessary license requirements also to be arranged by the Event Manager.

#### 2) Requirement of Stage, Podium, Chairs and Tables

It is expected that 20-25 dignitaries will be on the main stage for the opening and closing ceremony at the Stadium. The stage should be strong and sturdy, and its dimensions will preferably be 45 feet length, 21 feet width and 15 feet height with a backdrop of suitable dimension. Portable stage (dimensions 20 feet length and 15 feet height) will be set-up for the prize distribution ceremony at the Stadium. The arrangements for the opening and closing ceremony at the stadium shall also include vertical ACs/ fans, waterproof shed, mist fans, lighting, and other arrangements as per the requirement. The EMA shall arrange for good quality Sofas, side tables, chairs and matching centre tables for the dignitaries along with fresh flower décor at stage. The EMA shall also arrange for one high quality, sturdy and good-looking podium to be placed on stage before the event. The EMA shall also arrange to provide standees, hoardings during the opening & closing ceremonies depicting RBI@90 branding. EMA, if required may dismantle the arrangements after the opening ceremony and shall install

the same as required during the closing ceremony at the Stadium.

### 3) Branding

The EMA shall design, print and install 12 banners (12 feet length and 09 feet height), 04 backdrops (48 feet length and 20 feet height) 15 standees (4 feet length and 8 feet height), 02 thematic installation (12 feet length and 8 feet height), two Box Pillars (4 feet length, 4 feet width and 8 feet height), etc. as required by the Bank at Stadium. Further, 02 arches (12 feet length, 24 feet height and 2.5 feet width) suitable for the entrance gates at the stadium will be installed at the stadium. These specifications are indicative in nature and the sizes may vary as per the actual requirements in the stadium. A prototype or design for the same shall be provided to the Bank for prior approval.

### 4) Agenda and theme Designing, Printing:

The EMA shall design the theme of the tournament using licensed software only and the designer shall be experienced, creative and shall provide timely service.

#### 5) Permissions/NOCs

The EMA shall secure all necessary permission and NOCs from all concerned authorities (Govt. of India, Govt. of Rajasthan etc.) and other stakeholders, for the conduct of the events such as PPL, IPRS, Novex, RMPL, Fire NOC, Local Police Permission, PWD License, etc. The Bank shall extend all reasonable cooperation to the EMA in respect of applications required to be filed. However, the EMA shall be responsible for liaising and coordinating with the authorities and other stakeholders, to obtain necessary permission as required above. All the licenses need to be taken in advance.

### 6) Photography and Videography

The EMA shall arrange for high quality photography during all the matches of the tournament and high-resolution videography during the opening and closing ceremonies. Short videos of these shall be readily provided to the Bank on a daily basis during the tournament. The photographs and videos will be property of the Bank and shall be handed over to the Bank during and after completion of the event. No photograph or video of the event shall be used by anyone without the permission of the Bank.

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# 7) Opening Ceremony

Arrangements to be made during opening ceremony on September 21, 2024 at Stadium:

- i. Welcoming of teams, RBI's Top Management, dignitaries, and chief guests, preferably in the local culture at SMS Stadium.
- ii. Inaugural lamp lighting along with necessary fresh flower décor arrangement on the dais.
- iii. Cultural performance: The performers/ artists/ troupe shall be of international/ national repute and the performance shall have the focus on RBI@90 and sports/ fitness/ wellbeing theme.
- iv. Set-up for trophies unveiling, performances, release of schedule of event, etc. at the SMS Stadium.
- v. Installation of Standees at ground with RBI@90 branding.
- vi. Podium arrangements at the stadium.
- vii. Light and sound arrangement as per requirement along with power backup generator.

## 8) Venue Arrangements at SMS Stadium, Jaipur during the matches (08 days)

- i. Arrangements of 08 runners/ volunteers, 08 ball pickers, 06 hospitality manpower, etc. during the matches.
- ii. Dug out set up for the teams.
- iii. Arrangements of frilled tables for the buffet and other designated areas.
- iv. Installation of Standees at ground with RBI@90 branding.
- v. Sound arrangement (2 Tops + 1 Base + 2 Cord Less Mics + 1 Back up Mic + 1 Mixer + Console + 1 Handler) along with power backup. Entertainment during the breaks and between the overs to keep the audience engaged. EMA shall arrange for necessary license required for the same.
- vi. 01 Portable backdrop (12x8 sq. ft.) for post-match presentation.

# 9) Closing Ceremony

Arrangements to be made for closing ceremony to be held at the Ground:

- i. One Cultural Performance (15-20 minutes). The performers/artists/troupe shall be of international/ national repute and the performance shall have focus on RBI@90 and sports/fitness/ wellbeing theme. The performance shall be distinct from the cultural performance during the opening ceremony.
- ii. Suitable lighting while awarding trophy/prizes to the participating teams. Suitable arrangement for seating of top management, dignitaries, chief guests at stage during prize distribution at the stadium.
- iii. Low noise celebratory fireworks (Cold pyros, Confetti blast etc.) during prize distribution.

## 10) Post event

The EMA shall hand over the venue after dismantling and cleaning of the premises to the concerned ground authorities after completion and remove all the setup and materials (including branding) post completion of event.

## 11) Miscellaneous

- i. Decoration in stage including flower arrangements and screens wherever required as desired by the Bank needs to be arranged by the Event Manager.
- ii. The EMA shall procure sufficient insurance policy such as Contractors' all risk policy, third party liability, Workmen compensation, Fire Risk etc. from a reputed insurance company. The EMA is advised to procure insurance for meeting liabilities at its own expense. For any loss of property/life during event preparation and the event itself, shall be borne entirely by the EMA and the Bank will not be responsible for any claims.
- iii. There could be some last-minute changes in requirements as requirements are dynamic in nature. Since this event is of high prestige and importance for the Bank, the EMA shall always maintain redundancies and alternate plan of execution.

## 12) Other manpower requirements

The EMA shall appoint a dedicated venue manager/ single point of contact for the

Bank who shall be responsible for managing the entire event and shall coordinate with all relevant agencies.

- The EMA shall deploy technical teams consisting of professionals who possess both technical knowledge and experience for overseeing and conduct of such events.
- ii. The EMA shall have a dedicated team (along with team leader) which shall coordinate with the Bank to understand its requirement.



# PART-I, SECTION-V

# **TERMS AND CONDITIONS**

- Period of Contract: The contract shall commence from the date of awarding the contract by RBI. In the event of the successful bidder not rendering the service during the notice period, the Bank will have the right to invoke PBG, without prejudice to other remedies available to the Bank. The Bank reserves the right to shift the consignment to another vendor immediately upon termination.
- 2. <u>RATES</u>: The final prices quoted shall be deemed to have included all taxes, excise duty, local levies, works contract tax etc. including GST imposed / to be imposed by Central / State Government/ Local Bodies. If the bidder fails to include such taxes and duties in the e-tender, no claim thereof will be entertained by the Bank afterwards. Any variation (upward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price will be borne by the Bank. In case of any variation (downward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price will be borne by the Bank. In case of any variation (downward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price, the benefit will be passed to the Bank and adjusted in the payment milestones.
- 3. Client's Certificate: A Client's Certificate specified in <u>Annexure-II</u> as per prequalification eligibility criteria is to be uploaded along with the application.
- Banker's Certificate: A Banker's Certificate specified in <u>Annexure-III</u> as per pre- qualification eligibility criteria is to be uploaded along with the application (not required).
- 5. Statutory Requirements:
  - i. The vendor shall bear all the taxes, as levied by the Central or State Government.

- ii. The vendor shall not engage minors for providing services to the Bank.
- iii. The Bank shall be entitled to recover from the vendor or deduct from the bills or any amount due from the Bank to the vendor, any amount that the Bank may be compelled to pay, under law, on account of any default by or negligence of the vendor or his employees or agents.

**6.** The Banks reserves the right to conduct quality audit checks of the materials used by the vendor while carrying out the said work, on a periodical basis, with or without prior notice.

- 7. The vendor shall fully indemnify the Bank and keep indemnified, defend and hold good the Bank, its directors, officers, employees and agents against losses, damages or claims for any default by the vendor or any of his/ its representatives or breach committed by the vendor or their service personnel on account of misconduct, omission and negligence by the vendor or his service personnel, regarding any of the provisions of the applicable laws, regulations and the rules framed thereunder during the period of contract. Even though the vendor shall be solely liable for settlement of any claim made by any person due to the non-observance by him/ it of any of the provisions of the enactments cited, the Bank reserves its rights to settle directly any amount due by the vendor as mentioned above and to recover such amounts from any of the amounts payable by the Bank to the vendor or in the absence of the same as debt due to the Bank by the vendor.
- 8. The vendor shall, whenever required by the Bank or authorities authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
- **9.** The Bank will not make any separate payment towards the expenses incurred by the vendor for complying with the above or any of the statutory provisions regarding their employees.
- **10.** The agency / contractor shall not transfer or assign the contract or any part thereof to any third person/agency / contractor / organization without the prior written approval of the Bank.
- **11.** The terms and conditions specified herein are not exhaustive in nature and the same shall not restrain the Bank from imposing or requiring the bidder to agree upon such further terms and conditions at the time of executing the agreement with the successful

bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this e-tender. Stamp paper agreement shall be executed in duplicate, and the Bank shall retain the original and the successful bidder shall retain the duplicate.

- 12. Risk and Cost Clause: Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the vendor in his/ its obligations under the contract or in the event of his/ its becoming insolvent or going into liquidation. The decision of the RBI in this regard shall be final and binding on the vendor.
- **13.** In the event of any failure on the part of the vendor, RBI shall have the right, without any prejudice, to get the work done through any other alternate contractor / firm / company/ agency at the risk and cost of the vendor. The additional cost and loss, if any incurred by RBI, will be recovered from the vendor.
- 14. Force Majeure Clause:- If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enmity, civil commotion, sabotage, fire, floods, any other natural calamity, explosion, epidemics, pandemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event, duly endorsed by the appropriate authorities in the country states that the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the Bank may at its option, terminate the contract or a part of it.
- 15. Abandonment of Works :- At any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of advantage which he might have derived from the execution of the whole works.
- **16. Payment to the Vendor:** The vendor shall raise the bill on completion of every assignment for payment with supporting documents. Vendor shall pay their entitled wages to its employees. The payment of wages shall not be linked to the payment of

the bill by the Bank and the Bank shall not be liable in this regard in any manner whatsoever.

17. Non-disclosure clause: - The vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipments etc., which may come to the possession or knowledge of the agency / contractor during the course of discharging its contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The agency / 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, and shall not disclose the details of the venue, the event and the scheme or plan of the arrangements being executed to anyone other than, on need-to-know basis, to the persons employed by it for carrying out its obligations under the contract being executed in furtherance to this e-tender. The agency / 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 Bank. The agency / contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency / contractor and the Bank shall be entitled to claim damages and pursue legal remedies for the same. The agency / contractor shall ensure that the persons engaged by it for the work are made aware of the non- disclosure requirement and the agency / contractor shall be liable for any breach committed by its employees or persons engaged by it. The NON-DISCLOSURE Clause signed by the agency / contractor in connection with this tender will survive for indefinite duration, notwithstanding termination of the contract between the agency / contractor and the Bank.

#### 18. Sexual Harassment of Women at Workplace:-

The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the workplace, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor. Any complaint of sexual

harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. 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 or other firm's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues

19. Right to Disqualify for failure to execute the work: - The e-tenderer undertakes that it fulfills all the requirements of the e-tender document and is in a position to execute the work immediately upon signing of the contract with the Bank. It is agreed by the e-tenderer that mere receipt of in- principle approval does not guarantee award of work and that the work will be finally awarded upon satisfaction of the Bank that the e-tenderer is/will be in a position to meet the requirements of the e-tender. In the event of the successful bidder failing to commence the work upon award of the contract, the Bank reserves the right to withdraw the in-principle approval and forfeit the EMD amount furnished by the bidder. The bidder shall also be liable to all risk and cost, including those specified in the foregoing paragraphs of this e-tender. The Bank reserves its right to debar such defaulting agency / contractor/ company/ firm from participating in any future e-tender in the Bank for a period of three years.

#### 20. Termination Of Agreement:-

- a) Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this tender or any subsequent agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
  - in the opinion of the Bank (which shall not be called in question by the vendor and shall be binding on the vendor), the vendor fails or refuses to discharge its obligations under the tender to the Bank's satisfaction and/ or
  - ii. the vendor commits a breach of any terms and conditions of this tender or subsequent agreement.
- b. In the event of termination for any reason whatsoever, as stated above the vendor or persons employed by it shall not be entitled for any sum or sums whatsoever

from the Bank by way of compensation, damages or otherwise. The bank guarantee deposited by the vendor shall also be forfeited by the Bank.

- c. On termination of the contract or on expiry of the contract, the vendor shall vacate the premises of the Bank and shall hand over or return all the articles /materials/property pertaining to the Bank.
- d. During the notice period for termination of the contract, in the situation contemplated above, the vendor shall continue discharging its services as before till the expiry of notice period. In case of non-delivery / non-rendering of its services during the notice period, the Bank will have the right to invoke the bank guarantee deposited by the vendor with the Bank. It shall be the duty of the vendor to remove all the persons deployed by him on termination of the contract on any grounds whatsoever and to ensure that no person create any disruption / hindrance / problem of any nature to the Bank.
- **21. Liquidated Damages:** For deficiency in services and serious inconvenience caused to the Bank and its officials, the vendor shall be liable to pay liquidated damages up to 0.25% of the estimated cost of tender. In case of dispute in this regard, an appeal may be made to the Regional Director, Human Resource Management Department, Jaipur Regional Office whose decision shall be final in the matter. However, the Bank additionally reserves the right to impose liquidated damages up to 10% of the contract amount such as damage to property at the venue, disclosure of meeting/conference/ceremonies related information etc. In the event of liquidated damages reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the E-tenderer shall be liable to risk and cost.
- 22. The contract shall be deemed to end in any of the following contingencies: -
- (i) On the expiry of the contract period or termination of the agreement

Or

(ii) On assigning the contract or any part thereof or any benefit or interest therein or thereunder by the vendor to any third party or for sub- letting the whole or a part of the contract to any third party against the terms and conditions of the e-tender.

Or

- (iii) On the vendor being declared insolvent by the competent Court of Law. Or
- (iv) For any reason whatsoever, the vendor becomes disentitled in law to perform its obligations under this agreement.

#### Or

- (v) For any variation in the ownership/partnership or management of the vendor or his/ its business without prior intimation in writing to the Bank for such variation and acknowledgement from the Bank of receipt of the said intimation.
- **23.** In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:
  - i) Legal heirs in case of sole proprietor
  - ii) The next Directors / Partners in the case of company or firm as the case may be.
    The Bank may revoke the contract and shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.

#### 24. Execution of agreement: -

- i) The terms and conditions and scope of works and services to be rendered by the successful bidder and special conditions hereinbefore referred to, shall be the basis and part and parcel of the agreement to be entered with the successful bidder.
- ii) On receipt of intimation from the Bank regarding acceptance of the e-tender, the successful bidder shall be bound to implement the Contract from the date specified therein. The successful bidder shall sign an agreement in Jaipur in accordance with the extant provisions. The successful bidder shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the laws in force in Rajasthan. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or due to inadequacy or inappropriateness of the stamp duty paid by the successful bidder shall devolve on the successful bidder and the Bank shall be entitled to recover the amount by invoking PBG or from the bills raised by the successful bidder or in any other lawful manner. Where the PBG is invoked for the said purpose, the successful bidder shall immediately make good the utilized amount. Failure to do so may

amount to breach of a material term in the agreement and consequences thereof shall follow.

- iii) The written acceptance by the Bank of an e-tender, by issue of 'Letter of Award' shall in itself not constitute a binding agreement between the Bank and the person so bidding unless a contract is subsequently executed.
- iv) RBI reserves the right to assess the capacity and capability of the parties for qualification. The Bank also reserves the right to accept or reject any / all the etenders or any part thereof at any stage of process without assigning any reason thereof. The Bank has no obligation to accept the lowest quoted e-tender. RBI's decision in this regard shall be final and binding.

v) The agreement between the Bank and successful bidder shall be executed in duplicate, and the Bank shall retain the original copy and the Vendor shall retain the duplicate copy.

# 23. LICENSING AND REGISTRATION: -

The Vendor shall comply with all licensing requirements and requirements of law with regard to the establishment of the vendors' nature of business.

24. Dispute Resolution: - The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation, or on the payment to be made thereunder or anything in relation to or arising out of this contract. Any unresolved disputes shall be subject to the jurisdiction of courts in Jaipur.



# HUMAN RESOURCE MANAGEMENT DEPARTMENT RESERVE BANK OF INDIA JAIPUR REGIONAL OFFICE

# PART-I, SECTION-VI TECHNICAL BID

# (To be read and filled in relevance to E-tendering process)

Sr. No	Particulars	Details
1.	Name of the company/ proprietorship/firm -	
	i) Address and telephone number of Registered Office.	
	ii) Address of the office through which work with RBI would be handled.	
2.	Type of Organization – (Whether company/proprietorship/firm) and date of establishment.	
3.	Name of the Proprietor/ Partners/ Directors of the organization	
4.	Date of Incorporation/ constitution	
5.	Registration No. of the agency/ contractor.	
6.	PAN No. of agency / contractor (with Documentary evidence)	
7.	GST registration number of the agency / contractor. (With documentary evidence)	
8.	Details of the EMD (Earnest Money Deposit)	

	₹ 96,000/- (Rupees Ninety Six Thousand only) deposited by the agency / e-tenderer: - UTR No	
	Date of Transactions	
	Name of the bank branch with IFSC code	
9.	Undertaking on the letter head of the agency / contractor as specified in <u>Annexure-</u> IV	
10.	Bankers Details of the Company/ Firm/ Agency along with the account number, account type, IFSC code of the bankers along with full details like names, postal address and e-mail/ telephone number (Landline and Mobile Numbers).	
11.	Any other relevant Information regarding the Company/ Firm/ Agency	

# Note – The details of document to be uploaded to the MSTC Portal with the e-tender are as below: -

- i. Registration Certificate of the Company/ Firm/ Agency as applicable.
- ii. PAN No. of Company/ Firm/ Agency.
- iii. **GST** registration number of the Company/ Firm/ Agency.
- iv. Undertaking / Declaration on the letter head of the Company/ Firm/ Agency as per <u>Annexure-IV</u>.
- v. Any other document/s

# (The Bank reserves the right to call for proof/verify the information furnished by the e-tenderer).

### Declaration by the bidder:

I/We before signing this e-tender have read and understood all the above terms and conditions contained herein and undertake myself / ourselves to abide by them in case the above- mentioned contract is executed to me/us. I/We understand that the Bank reserve the right to accept or reject any or all the e-tender either in full or in part without assigning any reason thereof.

Dated this \_\_\_\_day of \_\_\_\_\_2024.

For and on behalf of M/s.....

Signature with seal)

Name: -

Place:-

### Annexure I

### LIST OF CLIENTS/ DETAILS OF PREVIOUS EXPERIENCE: -

Sr. No.	Name and address of the client. Govt./Semi Govt./Bank/Pvt. Body)	The name, full address and Telephone no. of the officer under whom the work was carried out	Nature of service rendered, from to (period)	Number of persons deployed	Remarks

#### ANNEX-II

### (Note: - Please attach a certificate from minimum of three such clients) <u>CLIENTS'CERTIFICATE REG, PERFORMANCE OF VENDOR</u> <u>(On Client's letter Head)</u> -

### Signature of the Reporting Officer \* with seal & signature of the Reporting Officer\*

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 vendor employed qualified Engineer/Overseer during execution of work
- 11. i) Quality of work (indicate grading)ii) Amt. of work paid on reduced rates, if any
- 12. i) Did the vendor go for arbitration?
  - ii) If yes, total amount of claim
  - iii) Total amount awarded
- 13. Comments on the capabilities of the vendor

- 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) General behavior : Outstanding/Very Good/Good/Satisfactory/poor

# Signature of the Reporting Officer\* with Office seal

- (i) All columns should be filled properly.
- (ii) The Clients Certificates should be submitted in a sealed cover addressed to Regional Director, Reserve Bank of India, Jaipur Regional Office, 2<sup>nd</sup> floor, Rambagh Circle, Jaipur-32004 for each of the Prequalification works/s.

### FORM OF BANKERS'CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK (Not Required)

This	is	to	certify	that	to	the	best	of	our	knowledge	and	information	M/s.	/
Sri										having	marg	inally noted a	ddres	s,
a cu	stor	ner	of our	bank	are	e/is r	espec	tab	le ar	nd can be tr	eated	as good fo	r any	
enga	ger	nen	t up to											

а	limit	of	
	Rs		
(Rupees			

.....).

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

(Signature) For the Bank

### Note:

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

Annexure IV

### FORMAT OF UNDERTAKING/ DECLARATION

### Certificate for acceptance of terms and conditions

I/we confirm of having read and understood the above stated terms and conditions as given in the e-tender document.

Further, the facts stated above by us in the e-tender application is true to the best of my/ our knowledge.

I / We declare that there is no case / charge under investigation / enquiry / trial against the agency / Company/ Firm.

I / We have not been banned and de-listed by any Government Department /Financial Institution

/ have not been convicted by any Court of Law/ have no case pending before the court of law/ Police authorities for the last 10 years.

Signature (Authorized Signatory)

Company/agency / contractor /firm's Seal Place: Date:

#### Annexure V

### PROFORMA OF PERFORMANCE BANK GUARANTEE

# (On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place:	
Date:	

The Regional Director Reserve Bank of India 2<sup>nd</sup> Floor, Rambagh Circle, Tonk Road, Jaipur-302004

Dear Sir,

### E-TENDERING FOR CONDUCT OF EVENTS DURING ALL INDIA INTER INSTITUTIONAL CRICKET TOURNAMENT UNDER RBI@90

#### (details given in the e-tender document)

WHEREAS Reserve Bank of India, having its Jaipur Regional Office at Rambagh Circle, Jaipur -302004 (hereinafter called "the RBI") has awarded the contract for the captioned work (hereinafter called the "Contract") to M/s

(Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns). AND whereas the contractor is bound by the said contract to submit to RBI a Performance Bank Gaurantee for a total amount of

₹\_\_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We \_\_\_\_\_\_\_\_\_(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s\_\_\_\_\_\_\_\_, the Contractor, do hereby undertake to pay to the RBI an amount not exceeding

₹.\_\_\_\_as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

#### NOW THIS GUARANTEE WITNESSETH

We \_\_\_\_\_(Name of the Bank) do hereby agree with and undertake to RBI, their successors, assignees that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to RBI a sum of ₹\_\_\_\_\_/- (Rupees \_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_ only) (Amount in figures and words) or any lower amount that may be demanded by RBI.

Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the contractor under the said Contract, provided, that our liability against such sum shall not exceed the sum of  $\mathbf{E}$  /- (Rupees \_\_\_\_\_ only) (Amount in figures and words).

2. We also agree to undertake 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 RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded not withstanding any dispute/disputes raised by the contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.

- We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the contractor.
- 4. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that —

a) Any forbearance or commission on the part of RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said contract and/or hereunder or granting of any time or showing of any indulgence by RBI to the contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the contractor of their obligations and in the event of their failure to do so, by payment by us of the

sum not exceeding ₹\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (Amount in figures and words).

b) Our liability under these presents shall not exceed the sum ₹ \_\_\_\_\_/-(Rupees \_\_\_\_\_\_ only) (Amount in figures and words). Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations there under or by dissolution or change in the constitution of our said constituents.

c) This guarantee shall remain in force up to (60 days beyond the Defect liability period) provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

In witness whereof, I/We of the Bank have signed and sealed this guarantee on the day of

(Month) (Year) being herewith duly authorized.

# For and on behalf of (Name of the Bank) Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

### Signature

... Name

. . . . . .

Address .....

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



## Reserve Bank of India Human Resource Management Department, Jaipur Regional Office

## Part -II, Financial/ Price Bid

### LIMITED E-TENDERING FOR CONDUCT OF EVENTS DURING THE ALL INDIA INTER INSTITUTIONAL CRICKET TOURNAMENT UNDER AEGIS OF RBI@90 AT JAIPUR (details given in the e-tender document)

### **INSTRUCTIONS AND CONDITIONS: -**

- The bidder should ensure to compliance with local laws, works contract tax, etc. except GST imposed/to be imposed by Central/State Government/ Local Bodies and the contractor shall pay the said taxes to the government and the Bank will not entertain any claim thereof for reimbursement of the same to the contractor. If the contractor fails to include such taxes and duties in the bill, no claim thereof will be entertained by the Bank afterwards.
- 2) The Bank would establish the reasonableness of the rates in relation to the estimated rates, prevailing market rates, economic indices of the raw material/ labour and other input costs etc., Accordingly, the Bank may, at its discretion, ask any bidder to furnish the break up and rationale based on which the quoted rates have been arrived. Abnormally low quotes which does not commensurate with market rates will not be considered.
- 3) I/We agree that the Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.
- 4) I/We have gone through the terms and conditions of the e-tender and is agreeable to them.

### TABLE-I – Unpriced Bill of Quantity

	Name of the Vendor	
S. No.	Description	Unit
	Event Management Services to be provided	
	during conducting events under the all India	
	Inter Institutional Cricket Tournament under	
	RBI@90 at Jaipur (inclusive of transportation	
	and any other related expenses.)	
	Consolidated value of items mentioned in	
	indicative list provided in Section-I Part-IV	
1	including upward/downward variation in INR	1 Job
	* All prices are inclusive of GST	

Place:

Signature and seal of the agency

Date:

(Name of Authorized signatory)