



**RESERVE BANK OF INDIA
Premises Department,
Central Office
Mumbai**

E-Tender Notice

e-NIT no: 2026_RBI_290008_1

(Only through CPP e-procurement portal)

Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai

1. E-Tender in two parts is invited for “**Upgradation of Existing EPABX system**” at Bank's Central Office Building Mumbai. The estimated cost of the work is ₹60 Lakh and is to be completed within 45 days from 14th day of award of work.

2. The e-tender forms will be applicable only to the OEM (Original Equipment Manufacturer) of existing EPABX system i.e., M/s Alcatel Lucent Enterprise, or their authorized dealers / system integrators with valid authorization certificate having following qualification and only such firms will be eligible for participating in the e-tendering process. Documentry evidence / proof for the same shall be uploaded with tender Part-I. The eligible bidder should meet the following eligibility criteria:

- (i) Should have a minimum 5 years of experience in the field of undertaking similar work i.e., "Supply, Installation, Testing and Commissioning (SITC) of EPABX system". (The date of issue of such work order shall be on or before July 31, 2021, and the work should be complete on or before July 31, 2026)

And

- (ii) Should have experience of having successfully completed following similar work(s) i.e., SITC or Upgradation of EPABX system during last 5 years ending July 31, 2026

- a) One similar works costing not less than 80% of the estimated cost

Or

- b) two similar works costing not less than 50% of the estimated cost

Or

- c) Three similar works costing not less than 40% of the estimated cost

And

- (iii) Average annual turnover during last 3 financial years (ending March 31, 2026), should be minimum 100% of estimated cost of the work.

And

- (iv) Shall furnish a Solvency / Banker certificate: Banker's certificate of value not less than the estimated cost as per the pro forma given in Annexure-C

And

- (v) Should have full-fledged service setup available for the specified job at Mumbai Metropolitan Region (MMR) to provide required quality after sales services.

3. The Tenderers should invariably furnish the following information / documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-Tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney / other relevant document.
(b)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.
(c)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be uploaded.
(d)	Details of bank accounts	Full particulars of their Bank accounts, like account no. type, when opened etc., should be uploaded.
(e)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be uploaded.
(f)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/ authorities/ departments under whom the work(s) was/ were executed should be uploaded.

4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them. A pre-bid meeting (off-line mode) of the intending bidders will be held on **September 29, 2026 at 11:30 AM** in Premises department, Central Office Building, Reserve Bank of India, Fort, Mumbai. All intended tenderers are advised to attend the Pre- Bid meeting. A site visit will also be arranged to acquaint them with the site and work to be carried out. In case a Contractor does not attend Pre- Bid meeting, its minutes will be binding on them, and no further clarifications will be entertained. The duly filled in tender documents shall be uploaded on CPP portal (Central Public Procurement Portal) till **02:00 PM on October 15, 2026**. Tenders in no other form will be accepted by the Bank.

5. Tender documents will be available at CPP Portal website i.e., <https://eprocure.gov.in/eprocure/app> on September 07, 2026. This e-Tender needs to be mandatorily filled up / online submission through CPP. Last date for filing up and submission of the e-Tender is by **02:00 p.m. on October 15, 2026**. Part I of the e-Tender will be opened at 04:00 PM on October 16, 2026. After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

6. Filled and signed tender documents in prescribed form shall be uploaded on CPP portal. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. However, an EMD of **₹1,20,000/-** in the form of NEFT transfer (**The bank details for NEFT:** Beneficiary name: Reserve Bank of India, IFSC: **RBIS0COD001** (Numeric Zero at 5th, 9th and 10th place from left) ; A/c no. **41861403873**) or a demand draft favouring Reserve Bank of India payable at Mumbai or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form, needs to be submitted in person to 5th floor, Premises Dept. Reserve Bank of India, Central Office Building, Shahid Bhagat Singh road, Fort, Mumbai- 400001, before 02:00 p.m. on October 15, 2026. Demand draft/Bank Guarantee should be submitted in sealed cover super scribed "EMD for tender of Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai". Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the eligible tenderers in advance.

7. The applicants/tenderers have to upload the following documents on CPP portal

- a. All annexures and certificate mentioned in the tender.
- b. All the documents mentioned at para- 2 & 3 above and Section-IX as mentioned in the tender.

8. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

9. The Bank shall evaluate the said reports before evaluation of price bid of the e-Tenders. If any Tenderer is not found to possess the required eligibility for participating in the e-Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after

opening of Part-I of the e- Tender and his EMD shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.

10. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website (<https://rbi.org.in>) and CPP portal (<https://eprocure.gov.in/eprocure/app>).

11. All information submitted in response to this tender shall be the property of Reserve Bank of India and it shall be free.

12. 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. The Bank also reserves the right to reject all the e-Tenders without assigning any reason thereof.

Place: Mumbai

Date: September 07, 2026

Chief General Manager - in - charge
Premises Department
Reserve Bank of India
Central office Building
Mumbai



SCHEDULE OF TENDER (SOT)

1. E-Tender No.	2026_RBI_290008_1
2. Name of the Work:	"Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai."
3. Mode of E-Tender:	e-Procurement System (Part I – Techno- Commercial Bid and Part II - Financial Bid) through CENTRAL PUBLIC PROCUREMENT PORTAL website (https://etenders.gov.in/eprocure/app)
4. Date of NIT available in CENTRAL PUBLIC PROCUREMENT PORTAL portal for viewing of E-Tender	September 07, 2026
5. Date and Time of the Pre-Bid Meeting (Offline)	September 29, 2026 at 11:30 Hrs. (The meeting shall be held at conference Room on 5 th floor Central Office Building Mumbai. (Participants who are willing to attend the Pre-Bid meeting are requested to remain present at venue and date & time)
6. Estimated cost of the work:	₹60,00,000/- (Rupees: Sixty Lakhs Only)
7. Earnest Money Deposit (EMD)	₹1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of NEFT/ Demand Draft as per para 3.11 of the E-Tender. In case of EMD in the form of DD, the same may be submitted in person by the successful bidder within 14 days of work order or commencement of work, whichever is earlier, at Premises Department, 5 th Floor, Central Office Building Reserve Bank of India, Fort, Mumbai – 400001.
8. Last date of submission of DD/ Bank Guarantee/NEFT for EMD	On or before of October 15, 2026, up-to 14:00 Hrs.
9. Retention Money	5% of Contract amount, i.e. Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value.
10. Performance Bank Guarantee (PBG)	10% of Contract amount. Initially valid upto work execution period + DLP of 1 year + 90 days.
11. Time allowed for completion of the works from 14th day from the date of written order to commence work.	45 days
12. Bidding start date of Techno-commercial Bid and Financial Bid at https://etenders.gov.in/eprocure/app	October 05, 2026 onwards
13. Date of closing of online E-Tender for submission of Techno-commercial Bid	October 15, 2026 from 14:00 Hrs.

and Financial Bid	
14. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	October 16, 2026 from 16:00 Hrs.
15. Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible bidders.



**भारतीय रिज़र्व बैंक
परिसर विभाग, केंद्रीय कार्यालय
मुंबई**

ई-निविदा सूचना

ई एनआईटी सं. e-NIT no: 2026_RBI_290008_1

(केवल सीपीपी ई-प्रापण पोर्टल के माध्यम से)

बैंक के केंद्रीय कार्यालय भवन, मुंबई में मौजूदा ईपीएबीएक्स प्रणाली का उन्नयन

1. बैंक के केंद्रीय कार्यालय भवन, मुंबई में "मौजूदा ईपीएबीएक्स प्रणाली का उन्नयन" के लिए दो भागों में ई-निविदा आमंत्रित है। कार्य की अनुमानित लागत ₹60 लाख है और इसे कार्य आदेश की तारीख से 45 दिनों के भीतर पूरा किया जाना है।

2. ई-निविदा केवल मौजूदा ईपीएबीएक्स प्रणाली के ओईएम (मूल उपकरण निर्माता) यानी मेसर्स अल्काटेल लुसेंट एंटरप्राइज, या उनके अधिकृत डीलरों/ सिस्टम इंटीग्रेटर्स के लिए लागू होंगे जिनके पास एक वैध प्राधिकार प्रमाण पत्र है और निम्नलिखित योग्यताएं हैं और केवल ऐसी फर्म ही ई-निविदा प्रक्रिया में भाग लेने के लिए पात्र होंगी। उक्त के दस्तावेजी साक्ष्य/ प्रमाण को निविदा भाग-I के साथ अपलोड किया जाना है। पात्र बोलीदाता को निम्नलिखित पात्रता मानदंडों को पूरा करना होगा:

(i) उनको " आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) ईपीएबीएक्स प्रणाली" के समान कार्य करने के क्षेत्र में कम से कम 5 वर्षों का अनुभव होना चाहिए। (इस प्रकार के कार्य आदेश जारी किए जाने की तिथि 31 जुलाई 2021 या उससे पहले की होनी चाहिए, और कार्य 31 जुलाई 2026 को या उससे पहले पूरा किया गया होना चाहिए)

और

(ii) उनको पिछले 5 वर्षों (31 जुलाई 2026 को समाप्त होने पर) के दौरान ईपीएबीएक्स प्रणाली के एसआईटीसी या उन्नयन के निम्नलिखित समान कार्यों को सफलतापूर्वक पूरा करने का अनुभव होना चाहिए

क) एक समान प्रकार का कार्य जिसकी लागत अनुमानित लागत के 80% से कम न हो

या

ख) दो समान प्रकार के कार्य जिनकी लागत अनुमानित लागत के 50% से कम न हो

या

ग) तीन समान प्रकार के कार्य जिनकी लागत अनुमानित लागत के 40% से कम न हो

और

(iii) पिछले 3 वित्तीय वर्षों (31 मार्च 2026 को समाप्त होने पर) के दौरान औसत वार्षिक कारोबार कार्य की अनुमानित लागत के 100% से कम नहीं होना चाहिए।

और

(iv) उनको शोधन-क्षमता/ बैंकर प्रमाण पत्र प्रस्तुत करना होगा: अनुलग्नक-सी में दिया गए प्रोफार्मा में अनुमानित लागत के बराबर या उससे अधिक मूल्य का बैंकर का प्रमाण पत्र।

और

(v) उनके पास मुंबई महानगर क्षेत्र (एमएमआर) में निर्दिष्ट कार्य के लिए पूर्ण विकसित सेवा व्यवस्था उपलब्ध होनी चाहिए ताकि बिक्री के बाद की आवश्यक गुणवत्ता वाली सेवाएं उनके द्वारा प्रदान की जा सकें।

3. बोलीदाताओं को बैंक को अपनी पात्रता से संतुष्ट करने के लिए ई-निविदा दस्तावेजों के साथ निम्नलिखित जानकारी/ दस्तावेज अनिवार्य रूप से प्रस्तुत करना चाहिए।

(क)	फर्म की संरचना	ठेकेदारों की फर्म की संरचना की विस्तृत जानकारी, जैसे कि क्या ठेकेदार एक व्यक्ति है, या एक साझेदारी फर्म है, या एक कंपनी आदि, भागीदारों के नाम और पते के साथ अपलोड किया जाना चाहिए। संस्था के अंतर्नियम/ मुख्तारनामा/ अन्य प्रासंगिक दस्तावेज की प्रति।
(ख)	ठेकेदार की साख और निर्दिष्ट अवधि के दौरान उसका कारोबार	चार्टर्ड अकाउंटेंट द्वारा विधिवत प्रमाणित ठेकेदार के व्यवसाय के अंतिम खातों के साथ आयकर अनापत्ति प्रमाण पत्र/ आयकर मूल्यांकन आदेश की प्रतियां, उनकी साख और पिछले तीन वर्षों के कारोबार के प्रमाण के रूप में अपलोड की जानी चाहिए।
(ग)	बैंकरों के नाम और पते और उनके वर्तमान संपर्क अधिकारी	उनके बैंकरों के नाम और पते के बारे में लिखित जानकारी, साथ ही पूर्ण विवरण, जैसे नाम, डाक पते, ईमेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर आदि, संपर्क अधिकारियों (अर्थात्, वे व्यक्ति जिनसे बैंक द्वारा उनके बैंकरों के कार्यालय में संपर्क किया जा सकता है यदि आवश्यक हो) को अपलोड किया जाना चाहिए।
(घ)	बैंक खातों का विवरण	उनके बैंक खातों का पूरा विवरण, जैसे खाता संख्या, प्रकार, कब खोला गया आदि, अपलोड किया जाना चाहिए।
(ङ)	क्लाइंट के नाम और पते और उनके वर्तमान संपर्क अधिकारी	उनके ग्राहकों के नामों और पतों के बारे में लिखित जानकारी, साथ ही पूर्ण विवरण, जैसे नाम, डाक पते, ईमेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर आदि, संपर्क अधिकारियों (अर्थात्, वे व्यक्ति जिनसे बैंक द्वारा उनके ग्राहकों के कार्यालय में संपर्क किया जा सकता है यदि आवश्यक हो) को अपलोड किया जाना चाहिए।
(च)	पूरे किए गए कार्यों का विवरण	क्लाइंट-वार कार्यों के नाम, कार्य के निष्पादन के वर्ष, प्रदान की गई और निष्पादित कार्य की वास्तविक लागत, अनुबंध में निर्धारित पूर्णता का समय और कार्य को पूरा करने में लगने वाला वास्तविक समय, उन अधिकारियों/ प्राधिकारियों/विभागों के नाम और पूर्ण संपर्क विवरण जिनके अधीन कार्य किया गया था/ किया जा रहा था, अपलोड किया जाना चाहिए।

4. यदि बोलीदाता बैंक को संतुष्ट करने में विफल रहता है, तो बैंक के पास उनकी ओर से प्रस्तुत बोली को अस्वीकार करने का अधिकार सुरक्षित है। इच्छुक बोलीदाताओं की एक बोली-पूर्व बैठक (ऑफलाइन मोड) **29 सितम्बर 2026 को सुबह 11:30 बजे** भारतीय रिज़र्व बैंक, केंद्रीय कार्यालय, फोर्ट, मुंबई में परिसर विभाग में आयोजित की जाएगी। सभी इच्छुक

बोलीदाताओं को बोली-पूर्व बैठक में भाग लेने की सूचना दी जाती है। साइट का दौरा भी किया जाएगा ताकि उन्हें साइट और किए जाने वाले कार्य से परिचित कराया जा सके। यदि कोई ठेकेदार बोली-पूर्व बैठक में शामिल नहीं होता है, तो बैठक के कार्यवृत्त उनके लिए बाध्यकारी होंगे और आगे किसी स्पष्टीकरण पर विचार नहीं किया जाएगा। विधिवत भरे हुए निविदा दस्तावेजों को **15 अक्टूबर 2026 को दोपहर 02:00 बजे** तक सीपीपी पोर्टल (केंद्रीय सार्वजनिक खरीद पोर्टल) पर अपलोड किया जाएगा। बैंक अन्य किसी भी रूप में निविदा स्वीकार नहीं करेगा।

5. निविदा दस्तावेज सीपीपी पोर्टल वेबसाइट यानी <https://eprocure.gov.in/eprocure/app> पर दिनांक 07 सितम्बर 2026 से उपलब्ध होंगे। यह ई-निविदा अनिवार्य रूप से सीपीपी के माध्यम से भरा/ ऑनलाइन जमा किया जाना चाहिए। ई-निविदा भरने और जमा करने की अंतिम तिथि **15 अक्टूबर 2026 को दोपहर 02:00 बजे** है। निविदा के भाग-I को दिनांक **16 अक्टूबर 2026 को शाम 04:00 बजे** खोला जाएगा। निविदा दस्तावेज के भाग-I और सहायक दस्तावेजों की जांच के बाद, यदि कोई भी फर्म आवश्यक पात्रता नहीं रखती है, तो बैंक द्वारा उनकी निविदा को आगे की प्रक्रिया के लिए स्वीकार नहीं किया जाएगा।

6. भरे हुए और हस्ताक्षरित निविदा दस्तावेज निर्धारित प्रारूप में सीपीपी पोर्टल पर अपलोड किए जाने चाहिए। निविदा के भाग-I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें और बोलीदाताओं का कवर लेटर शामिल होगा। हालांकि, आरटीजीएस/ एनईएफटी के माध्यम से अंतरण के रूप में **(एनईएफटी हेतु बैंक खाता विवरण : लाभार्थी का नाम : भारतीय रिज़र्व बैंक, आईएफएससी कोड: RBIS0COD001 (शुरुआत से 5वां, 9वां और 10वां अक्षर शून्य है), खाता संख्या. 41861403873)** या डिमांड ड्राफ्ट रिज़र्व बैंक ऑफ इंडिया, मुंबई के पक्ष में या किसी अनुसूचित बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी (बैंक के मानक प्रोफॉर्म में जो निविदा फॉर्म में उपलब्ध है) **₹1,20,000/-** की ईएमडी (बयाना जमा राशि) 5वीं मंजिल, परिसर विभाग, केंद्रीय कार्यालय, भारतीय रिज़र्व बैंक, शहीद भगत सिंह मार्ग, फोर्ट, मुंबई- 400001 पर व्यक्तिगत रूप से दिनांक 15 अक्टूबर 2026 को दोपहर 02:00 बजे से पहले जमा करनी होगी। डिमांड ड्राफ्ट/ बैंक गारंटी को "बैंक के केंद्रीय कार्यालय भवन, मुंबई में मौजूदा ईपीएबीएक्स प्रणाली के उन्नयन के लिए ईएमडी" के रूप में सीलबंद लिफाफे में जमा किया जाना चाहिए। निविदा के भाग-II (मूल्य बोली) को बाद की किसी तारीख को खोला जाएगा जिसकी सूचना पात्र बोलीदाताओं को पहले दी जाएगी।

7. आवेदकों/ बोलीदाताओं को निम्नलिखित दस्तावेज सीपीपी पोर्टल पर अपलोड करना होगा :

क. निविदा में बताए गए सभी अनुलग्नक और प्रमाण पत्र।

ख. ऊपर पैरा 2 और 3 में तथा निविदा के सेक्शन – IX में उल्लिखित सभी दस्तावेज।

8. ग्राहक प्रमाण पत्र केवल तभी स्वीकार किया जाएगा जब उस पर सरकारी/ अर्ध-सरकारी संगठन या पीएसयू के कार्यकारी अभियंता/ अधीक्षण अभियंता या समकक्ष पद के अधिकारी द्वारा हस्ताक्षर किए गए हों और केवल तभी जब ठेकेदार द्वारा किए गए कार्य के लिए भुगतान का पर्याप्त प्रमाण हो। निजी संगठनों द्वारा जारी ग्राहक प्रमाण पत्र को स्रोत पर कर कटौती (टीडीएस) प्रमाणपत्रों के साथ भी संलग्न करना होगा। ऊपर बताए गए प्रमाण पत्रों के बिना प्राप्त आवेदनों/ निविदा को अस्वीकार किया जा सकता है। बैंक इन प्रमाण पत्रों को स्वतंत्र रूप से सत्यापित करने का अधिकार रखता है।

9. बैंक उक्त रिपोर्टों का मूल्यांकन करने से पहले ई-निविदा की मूल्य बोली का मूल्यांकन करेगा। यदि किसी बोलीदाता के पास ई-निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता किसी भी समय नहीं है और/ या उसके ग्राहकों और/ या उसके बैंकों से प्राप्त कार्यनिष्पादन रिपोर्ट असंतोषजनक पाई जाती है, तो बैंक के पास उसके प्रस्ताव को अस्वीकार करने का

अधिकार सुरक्षित है, यहां तक कि ई-निविदा के भाग-1 को खोलने के बाद भी, और उसकी ईएमडी उसे वापस कर दी जाएगी। बैंक ऐसा करने का कोई कारण बताने के लिए बाध्य नहीं है।

10. भविष्य में जारी किए गए किसी भी संशोधन/ शुद्धीपत्र को केवल भारिबैं की वेबसाइट (<https://rbi.org.in>) और सीपीपी पोर्टल (<https://eprocure.gov.in/eprocure/app>) पर अधिसूचित किया जाएगा।

11. इस निविदा के जवाब में प्रस्तुत की गई सभी जानकारी भारतीय रिज़र्व बैंक की संपत्ति होगी और वह स्वतंत्र होगी।

12. बैंक सबसे कम ई-निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी ई-निविदा को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

स्थान: मुंबई

दिनांक: 07 सितम्बर 2026

प्रभारी मुख्य महाप्रबंधक
परिसर विभाग
भारतीय रिज़र्व बैंक
केंद्रीय कार्यालय भवन
मुंबई



RESERVE BANK OF INDIA
Premises Department, Central
Office
Mumbai

E-Tender Notice

e-NIT no:- 2026_RBI_290008_1

(Only through CPP e-procurement portal)

Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai

1. E-Tender in two parts is invited for “**Upgradation of Existing EPABX system**” at Bank's Central Office Building Mumbai. The estimated cost of the work is ₹ 60 Lakh and is to be completed within 45 days from 14th day of award of work.

2. The e-tender forms will be applicable only to the OEM (Original Equipment Manufacturer) of existing EPABX system i.e., M/s Alkatel Lucent Enterprise, or their authorized dealers / system integrators with valid authorization certificate having following qualification and only such firms will be eligible for participating in the e-tendering process. Documentry evidence / proof for the same shall be uploaded with tender Part-I. The eligible bidder should meet the following eligibility criteria:

- (i) Should have a minimum 5 years of experience in the field of undertaking similar work i.e., "Supply, Installation, Testing and Commissioning (SITC) of EPABX system". (The date of issue of such work order shall be on or before July 31, 2021, and the work should be complete on or before July 31, 2026)

And

- (ii) Should have experience of having successfully completed following similar work(s) i.e., SITC or Upgradation of EPABX system during last 5 years ending July 31, 2026

- a) One similar works costing not less than 80% of the estimated cost

Or

- b) two similar works costing not less than 50% of the estimated cost

Or

- c) Three similar works costing not less than 40% of the estimated cost

And

- (iii) Average annual turnover during last 3 financial years (ending March 31, 2026), should be

minimum 100% of estimated cost of the work.

And

- (iv) Shall furnish a Solvency / Banker certificate: Banker's certificate of value not less than the estimated cost as per the pro forma given in [Annexure-C](#)

And

- (v) Should have full-fledged service setup available for the specified job at Mumbai Metropolitan Region (MMR) to provide required quality after sales services.

3.The Tenderers should invariably furnish the following information / documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-Tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney / other relevant document.
(b)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.
(c)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be uploaded.
(d)	Details of bank accounts	Full particulars of their Bank accounts, like account no. type, when opened etc., should be uploaded.
(e)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be uploaded.
(f)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/ authorities/ departments under whom the work(s) was/ were executed should be uploaded.

4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them. A pre-bid meeting (off-line mode) of the intending bidders will be held on **September 29, 2026 at 11:30 AM** in Premises department, Central Office Building, Reserve Bank of India, Fort, Mumbai. All intended tenderers are advised to attend the Pre- Bid meeting. A site visit will also be arranged to acquaint them with the site and work to be carried out. In case a Contractor does not attend Pre- Bid meeting, its minutes will be binding on them, and no further clarifications will be entertained. The duly filled in tender documents shall be uploaded on CPP portal (Central Public Procurement Portal) till **02:00 PM on October 15, 2026**. Tenders in no other form will be accepted by the Bank.

5. Tender documents will be available at CPP Portal website i.e., <https://eprocure.gov.in/eprocure/app> on September 07, 2026. This e-Tender needs to be mandatorily filled up / online submission through CPP. Last date for filing up and submission of the e-Tender is by **02:00 p.m. on October 15, 2026**. Part I of the e-Tender will be opened at 04:00 PM on October 16, 2026. After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

6. Filled and signed tender documents in prescribed form shall be uploaded on CPP portal. Part- I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. However, an EMD of **₹1,20,000/-** in the form of NEFT transfer (**The bank details for NEFT: Beneficiary name: Reserve Bank of India, IFSC: RBIS0COD001** (Numeric Zero at 5th, 9th and 10th place from left) ; A/c no. **41861403873**) or a demand draft favouring Reserve Bank of India payable at Mumbai or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form, needs to be submitted in person to 5th floor, Premises Dept. Reserve Bank of India, Central Office Building, Shahid Bhagat Singh road, Fort, Mumbai- 400001, before 02:00 p.m. on October 15, 2026. Demand draft/Bank Guarantee should be submitted in sealed cover super scribed "EMD for tender of Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai". Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the eligible tenderers in advance.

7. The applicants/tenderers have to upload the following documents on CPP portal

- a. All annexures and certificate mentioned in the tender.
- b. All the documents mentioned at para- 2 & 3 above and Section-IX as mentioned in the tender.

8. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

9. The Bank shall evaluate the said reports before evaluation of price bid of the e-Tenders. If any Tenderer is not found to possess the required eligibility for participating in the e-Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the e-Tender and his EMD shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.

10. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website (<https://rbi.org.in>) and CPP portal (<https://eprocure.gov.in/eprocure/app>).

11. All information submitted in response to this tender shall be the property of Reserve Bank of India and it shall be free.

12. 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. The Bank also reserves the right to reject all the e-Tenders without assigning any reason thereof.

Place: Mumbai

Date: September 07, 2026

Chief General Manager - in - charge
Premises Department
Reserve Bank of India
Central office Building
Mumbai



निविदा की अनुसूची (एसओटी)

1. ई-निविदा संख्या	2026_RBI_290008_1
2. कार्य का नाम:	"बैंक के केंद्रीय कार्यालय भवन, मुंबई में मौजूदा ईपीएबीएक्स प्रणाली का उन्नयन।"
3. निविदा का तरीका:	सीपीपी पोर्टल, वेबसाइट (https://eprocure.gov.in/eprocure/app) के माध्यम से ई-प्रापण प्रणाली (भाग I – तकनीकी-वाणिज्यिक बोली और भाग II - वित्तीय बोली)
4. सीपीपी पोर्टल पर ई-निविदा देखने के लिए एनआईटी की तारीख की उपलब्धता	07 सितम्बर 2026
5. बोली-पूर्व बैठक की तारीख और समय (ऑफलाइन)	29 सितम्बर 2026, सुबह 11:30 बजे। (बैठक केंद्रीय कार्यालय भवन, भारतीय रिज़र्व बैंक, फोर्ट, मुंबई में परिसर विभाग में स्थित सम्मेलन कक्ष में आयोजित की जाएगी। बैठक में भाग लेने वाले प्रतिभागियों से अनुरोध है कि वे स्थल और तारीख और समय पर उपस्थित रहें)
6. कार्य की अनुमानित लागत:	₹60.00 लाख (साठ लाख रुपये मात्र)
7. बयाना जमा राशि (ईएमडी)	आरटीजीएस/ एनईएफटी के माध्यम से या भारतीय रिज़र्व बैंक, मुंबई के पक्ष में डिमांड ड्राफ्ट के रूप में या किसी अनुसूचित बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी, जो निविदा फॉर्म में उपलब्ध बैंक के मानक प्रोफॉर्म में है। एनईएफटी/ डिमांड ड्राफ्ट/ निविदा के पैरा 3.11 के अनुसार बैंक गारंटी के रूप में (₹1,20,000/- (एक लाख बीस हजार रुपये मात्र) . यदि बयाना जमा राशि डिमांड ड्राफ्ट या बैंक गारंटी के रूप में है, तो उसकी मूल प्रति 'परिसर विभाग, 5वीं मंज़िल, केंद्रीय कार्यालय भवन, भारतीय रिज़र्व बैंक, फोर्ट, मुंबई – 400001' में वैयक्तिक रूप से प्रस्तुत करनी होगी। ईएमडी के बिना प्राप्त किसी भी बोली को सही नहीं माना जाएगा और उसे निविदा प्रक्रिया में शामिल होने से रोक दिया जाएगा।
8. ईएमडी के लिए डीडी/ बैंक गारंटी/ एनईएफटी जमा करने की अंतिम तिथि	15 अक्टूबर 2026 की दोपहर 02:00 बजे तक या उससे पूर्व।
9. प्रतिधारण राशि	संविदा राशि का 5% अर्थात प्रतिधारण राशि @5% प्रत्येक ऑन-अकाउंट बिल से तब तक वसूल किया जाना है जब तक कि कुल वसूली संविदा मूल्य का 5% न हो जाए। इसे कार्य पूरा होने के बाद जारी किया जाएगा।

10. निष्पादन बैंक गारंटी (पीबीजी)	संविदा राशि का 10%। शुरुआती तौर पर कार्य निष्पादन अवधि + 1 वर्ष के डीएलपी + 90 दिनों तक मान्य।
11. काम शुरू करने के लिखित आदेश की तारीख से 14वें दिन से काम पूरा करने के लिए दिया जाने वाला समय।	45 दिन
12. https://eprocure.gov.in/eprocure/app पर तकनीकी-वाणिज्यिक बोली और वित्तीय बोली की शुरुआत होने की तारीख	05 अक्टूबर 2026 से
13. तकनीकी-वाणिज्यिक बोली और वित्तीय बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	15 अक्टूबर 2026 को 14:00 बजे से
14. भाग-I (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय	16 अक्टूबर 2026 को 16:00 बजे से
15. भाग-II (अर्थात वित्तीय बोली) खोलने की तिथि और समय	पात्र बोलीदाताओं को सूचित किया जाएगा।



SCHEDULE OF TENDER (SOT)

1. E-Tender No.	2026_RBI_290008_1
2. Name of the Work:	"Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai."
3. Mode of E-Tender:	e-Procurement System (Part I – Techno- Commercial Bid and Part II - Financial Bid) through CENTRAL PUBLIC PROCUREMENT PORTAL website (https://etenders.gov.in/eprocure/app)
4. Date of NIT available in CENTRAL PUBLIC PROCUREMENT PORTAL portal for viewing of E-Tender	September 07, 2026
5. Date and Time of the Pre-Bid Meeting (Offline)	September 29 ,2026 at 11:30 Hrs. (The meeting shall be held at conference Room on 5 th floor Central Office Building Mumbai. (Participants who are willing to attend the Pre-Bid meeting are requested to remain present at venue and date & time)
6. Estimated cost of the work:	₹60,00,000/- (Rupees: Sixty Lakhs Only)
7. Earnest Money Deposit (EMD)	₹1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of NEFT/ Demand Draft as per para 3.11 of the E-Tender. In case of EMD in the form of DD, the same may be submitted in person by the successful bidder within 14 days of work order or commencement of work, whichever is earlier, at Premises Department, 5 th Floor, Central Office Building Reserve Bank of India, Fort, Mumbai – 400001.
8. Last date of submission of DD/ Bank Guarantee/NEFT for EMD	On or before of October 15, 2026, up-to 14:00 Hrs.
9. Retention Money	5 % of Contract amount, i.e. Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value.
10. Performance Bank Guarantee (PBG)	10 % of Contract amount. Initially valid upto work execution period + DLP of 1 year + 90 days.
11. Time allowed for completion of the works from 14th day from the date of written order to commence work.	45 days
12. Bidding start date of Techno-commercial Bid and Financial Bid at https://etenders.gov.in/eprocure/app	October 05, 2026 onwards

13. Date of closing of online E-Tender for submission of Techno-commercial Bid and Financial Bid	October 15, 2026 from 14:00 Hrs.
14. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	October 16, 2026 from 16:00 Hrs.
15. Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible bidders.

Annexure-1

Important instructions for e-procurement of CPP Portal

(1) Bidders are advised to refer to the guidance available under CPP for participating in the tender. In case of further clarification, please contact with the following persons, (before the scheduled time of the e- tender).

Contact details of CPP:

- | |
|--|
| 1. Help Desk: Phone Number: 0120-4001 002/ 0120-4001 005/ 0120- 4493395,
Availability: 24x7 |
| 2. e-mail: helpdesk- support-eproc@nic.in / cphp-doe@nic.in |

Contact Person (RBI):

- | | |
|--|---|
| 1. Sh. Nishant Kumar Gupta, AGM
(Tech-Elec)
nkgupta@rbi.org.in
022-22602505 | 2. Sh. Nagurjuna Ratnala.
Assistant Manager (Tech- Elect)
nratnala@rbi.org.in
Mob: 7838874055 |
|--|---|



भारतीय रिज़र्व बैंक/ Reserve Bank of India

“बैंक के केंद्रीय कार्यालय भवन, मुंबई में मौजूदा ईपीएबीएक्स प्रणाली के उन्नयन”

हेतु ई-निविदा

e-tender for

Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.

भाग/ Part -I

निविदाकर्ता का नाम/ Name of Tenderer: _____

पता/ Address: _____

बोली-पूर्व बैठक की तारीख : 29 सितम्बर 2026 को सुबह 11.30 बजे
Date of Pre-Bid Meeting : September 29, 2026 at 11:30 A.M.

ई-निविदा जमा करने की नियत तिथि और समय : 15 अक्टूबर 2026 को दोपहर 02:00 बजे
Due date and time for Submission of e-Tender : October 15, 2026 at 02:00 P.M.

ई-निविदा का भाग-I खोले जाने की तारीख : 16 अक्टूबर 2026 को दोपहर 04:00 बजे
Date of opening of Part- I of e-Tender : October 16, 2026 at 04:00 P.M.

परिसर विभाग, भारतीय रिज़र्व बैंक, 5वीं मंज़िल,
केंद्रीय कार्यालय भवन, शहीद भगत सिंह रोड,
मुंबई- 400001

Premises Department, Reserve Bank of India, 5th floor,
Central Office Building, Shahid Bhagat Singh road, Mumbai- 400001

यह दस्तावेज़ भारतीय रिज़र्व बैंक (भारतीय रिज़र्व बैंक) की संपत्ति है। इसे रिज़र्व बैंक की लिखित अनुमति के बिना, उक्त उद्देश्य के लिए आरबीआई को प्रत्युत्तर देने के प्रयोजन को छोड़कर, किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा पर कॉपी, वितरित या दर्ज नहीं किया जाए। इस दस्तावेज़ की सामग्री का उपयोग, यहां तक कि प्राधिकृत कार्मिकों/एजेंसियों द्वारा यहां निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए भी, कड़ाई से निषिद्ध है और ऐसा करना कॉपीराइट उल्लंघन के बराबर होगा और भारतीय कानून(क़ानूनों) के तहत दंडनीय होगा।

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अस्वीकरण

भारतीय रिज़र्व बैंक, केन्द्रीय कार्यालय, परिसर विभाग, ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिज़र्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज़ में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्ति या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

Disclaimer

Reserve Bank of India, Premises Department, Central Office, Mumbai has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by Reserve Bank of India in submitting the e-tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

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3.	Section-III. General instructions to e-Tenderer & special cond.
4.	Safety code & fire safety code
5.	Section-IV. The condition hereinafter referred to
6.	Section-V. Appendix Hereinbefore Referred To
7.	Section-VI. System Requirement & Special Condition
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**सेक्शन - I:
निविदा फॉर्म**

प्रति,

स्थान: _____

दिनांक: _____

श्रीमती निखिला कोदुरी
प्रभारी मुख्य महाप्रबंधक
भारतीय रिज़र्व बैंक
केंद्रीय कार्यालय भवन
परिसर विभाग,
मुंबई-400011

महोदया,

हमने निर्दिष्ट ज्ञापन में उल्लिखित कार्यों से संबंधित विनिर्देशों और मात्रा की अनुसूची की सावधानीपूर्वक जांच की है और उक्त ज्ञापन में निर्दिष्ट कार्यों की स्थापना साइट का दौरा करने तथा जांच करने और निविदा को प्रभावित करने वाली उससे संबंधित आवश्यक जानकारी प्राप्त करने के बाद, मैं/ हम उक्त ज्ञापन में निर्दिष्ट कार्यों को उक्त ज्ञापन में निर्दिष्ट समय के भीतर, मात्राओं की संलग्न अनुची में उल्लिखित दरों पर और समग्र रूप से, निविदा की शर्तों, करार की शर्तों, विशेष शर्तों, मात्रा की अनुसूची और संविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशों, डेटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध करायी गयी सामग्री के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखते हैं।

ज्ञापन

(क)	कार्य का विवरण	मुंबई, सेंट्रल ऑफिस बिल्डिंग में बैंक के मौजूदा ईपीएबीएक्स सिस्टम का उन्नयन।
(ख)	अनुमानित लागत	रू. 60 लाख
(ग)	भुगतान की शर्तें	ठेकेदारों के लिए सामान्य निर्देशों एवं विशेष शर्तों के खंड 3.12 के अनुसार ।
(घ)	बयाना राशि	रू. 1,20,000/-
(ङ)	प्रतिधारण धन	संविदा राशि का 5% अर्थात प्रतिधारण राशि @5% प्रत्येक ऑन-अकाउंट बिल से तब तक वसूल किया जाना है जब तक कि कुल वसूली संविदा मूल्य का 5% न हो जाए। इसे कार्य पूरा होने के बाद जारी किया जाएगा।
(च)	प्रदर्शन बैंक गारंटी	संविदा मूल्य का 10%
(छ)	कार्य आदेश जारी होने की तिथि से 14वें दिन से कार्य पूरा करने के लिए अनुमत समय।	45 दिन

1. हम इस बात से सहमत हैं कि हमारी निविदा, **निविदा के 'भाग I' के खोले जाने की तारीख से 90 दिनों तक बैंक द्वारा स्वीकार किए जाने के लिए** वैध रहेगी और इस वैधता अवधि को बैंक और हमारी लिखित रूप में परस्पर सहमति से बढ़ाया जा सकता है। हम संलग्न प्रोफार्मा के अनुसार, निविदा की पूरी वैधता अवधि के दौरान बयाना राशि के लिए बैंक गारंटी को भी मान्य बनाए रखने के लिए सहमत हैं (अनुलग्नक -ई) ।
2. निविदा स्वीकार होने पर मैं/हम इसके सभी नियमों और शर्तों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं। ऐसा न करने पर, हम आपको या आपके उत्तराधिकारियों, समनुदेशिनी या नॉमिनी को उतनी रकम देने और ज़ब्त कराने के लिए सहमत हैं, जितनी निविदा की शर्तों और संविदा की लिखित स्वीकृति में तय की गई है।
3. मैं/हम समझते हैं कि आप कोई भी कारण बताए बिना, पूरी तरह या आंशिक रूप से किसी भी या सभी ई-निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं। ह ने/ हमने भारतीय रिज़र्व बैंक के पास बयाना जमा राशि के रूप में ₹1,20,000/- की राशि जमा की है, जिस राशि पर कोई ब्याज देय नहीं है। यदि हम संविदा को निष्पादित करने में विफल रहते हैं, तो हम इस बात से सहमत हैं कि यह राशि हमारे प्रति भारतीय रिज़र्व बैंक द्वारा ज़ब्त कर ली जाएगी।
4. निविदा केवल सीपीपी पोर्टल के ई-प्रापण के माध्यम से प्रस्तुत की जानी है।

दिनांक _____ दिन _____ 2026

मेसर्स के लिए और उनकी ओर से _

(हस्ताक्षर के साथ मुहर)

नाम _____
 पदनाम _____
 स्थान _____
 दिनांक _____

(उपरोक्त हस्ताक्षरकर्ता के मुख्तारनामे की प्रमाणित प्रति सीपीपी पोर्टल पर अपलोड की जानी चाहिए)।

साक्षी :

(1) हस्ताक्षर के साथ _____
 नाम, पता और तिथि _____

(2) हस्ताक्षर के साथ _____
 नाम, पता और तिथि _____

**SECTION- I:
Form of Tender**

To,

Smt. Nikhila Koduri

The Chief General Manager – in - Charge

Reserve Bank of India

Central office Building

Premises Department,

Mumbai-40001.

Madam,

Place: _____

Date: _____

We have carefully examined the specifications 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 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.

MEMORANDUM

(a)	Description of works	Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.
(b)	Estimated cost	Rs. 60 lakh
(c)	Terms of payment	As per clause 3.12 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs. 1,20,000/-
(e)	Retention money	5 % of Contract amount, i.e. Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value. This will be released after completion of work.
(e)	Performance Bank Guarantee	10% of contract value
(f)	Time allowed for completion of work from 14 th day from the date of issue of work order.	45 days

3. We also agree that our tender will remain valid **for acceptance by the Bank for 90 days from the date of opening of Part I of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure E](#)).

4. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the e- Tender either in full or in part without assigning any reason, therefore. We have deposited a sum of ₹ 1,20, 000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The tender submitted will be only through e-procurement of CPP Portal.

Dated this _____ day of _____ 2026.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be uploaded in CPP portal).

Witnesses

(1) Signature with _____
Name, address and date _____

(2) Signature with _____
Name, address and date _____

SECTION-II
Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai and has caused 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.

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").

NOW IT IS HEREBY AGREED AS FOLLOWS

1. 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 described in the said Specifications and the Schedule of Quantities.
2. 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.
- 3.
4. The said Conditions, and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The agreement and documents mentioned herein shall form the basis of this contract.
6. The Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the complete work amounting to Rs.----- inclusive of GST amount to be paid for according to actual measured quantities at the rates contained in the Schedule of work and Probable quantities or as provided in the said Conditions.
7. The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work from tenth day after the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 45 days subject nevertheless to the provisions for extensions of time.
10. All payments by the Employer under this contract will be made only at Mumbai.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts at Mumbai shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

13. Considering essential communication service, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied during DLP and Comprehensive maintenance period.

	Condition	Rectification time	Penalty
(a)	Any defects resulting in total failure of the System	24 hours	Rs.1200/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.800/- per day
(c)	Any defects in the existing digital instruments	48 hours	Rs.300/- per day

Note: Penalty subject to maximum of 40% of the annual maintenance charges, if the defect in the system is not rectified within the time as stated above. In addition to this, if the system is not rectified within the period of 3 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The Bank shall also have right to invoke the BG as a penalty for delay in rectifying the system and terminate the contract and / or take any other action, if service rendered by the contractor is found to be unsatisfactory.

14. Non-Disclosure Clause: -

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/system/equipment's 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 as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

15. Prevention of Sexual Harassment clause: -

(a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

(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 workplace and related issues.

(e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

16. Force Majeure (applicable during the currency of the completion period and subsequent committed DLP period) :- If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

17. Performance Bank Guarantee (PBG) as security deposit for completion period, DLP & CAMC: - We shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract (i.e., for work completion period, DLP of one year & CAMC period of 4 years) for due fulfilment of the Contractual obligations by the contractor.

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

If the Contractor is a partnership or an individual

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

Signatures (If the contractor is Company.)
SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____
(name and designation)
in the presence of Witnesses
(1) Address
(2) Address
If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.
SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____ (name and designation)
in the presence of Witnesses
(1) Address

(2)
Address

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) _____

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

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

SECTION- III

General Instructions to Tenderers and Special Conditions

3.0 Online Submission of Tender: -

The Tender shall be submitted through online. The tender will be in two parts i.e., Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part I of tenders will be opened at 16:00 hrs on October 16, 2026, 2026. Part II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Telegraphic, Fax and e- mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects. Insertions, postscripts, additions and alterations shall not be valid unless confirmed by the tenderers signature.

3.1 Tenderers are advised to use only the forms (tender document) available on the website. Each page of the forms shall be signed uploaded. Tenderers are advised to submit tender on CPP website (<https://eprocure.gov.in/eprocure/app>) within the stipulated time schedule.

3.2 If applicants desire to submit additional information, they may upload the same on CPP website on their own letter head / paper. Each page of the forms shall be signed, filled and uploaded through online. The tender should be uploaded and submit online within the stipulated time / date i.e., upto 02:00 p.m. October 15, 2026.

3.3 Part I – Technical & Commercial

3.4.1 Part I – Shall contain the unpriced tender consisting of complete technical specification including documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, makes of materials, technical description. The EMD shall be deposited through NEFT / Bank Guarantee / Demand draft. The NEFT details after submitting EMD through NEFT / original Bank Guarantee / original Demand Draft in lieu of EMD shall be submitted in person to Premises Dept., 5th floor, Reserve Bank of India, Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400001 on or before 02:00 p.m. on October 15, 2026.

Part I of the tender as submitted in online shall contain the following: -

- i) Details of NEFT and Bank Guarantee / DD in lieu of Earnest money shall be submitted in person to Premises Dept., 5th floor, Reserve Bank of India, Central Office Building, Shahid Bhagat Singh road, Mumbai – 400001 within the above cited time line.
- ii) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- iii) Any other technical information the tenderer wishes to furnish.
- iv) List of deviations, if any, in commercial terms and conditions.
- v) List of deviations, if any, in technical specification.
- vi) Detailed proposed **design, layout drawing** and full equipment details.

- vii) **Detailed specifications** of each of the items offered matching with the specifications contained under this Contract along with manufacturer's catalogue / product brochure etc. If there are some variations in specifications and dimensions of the equipment's / products as contained under the manufacturer's catalogue / product brochures vis-a vis those given under the specifications contained under this e-tender document, the specifications and dimensions given in this e-tender document shall prevail.
- viii) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities / features shall also be attached while submitting the technical bid.
- ix) Letter of Authorization from the OEMs as per format given in [Annexure -G](#).
- x) Address & telephone / fax nos. of maintenance set-up shall be indicated.
- xi) Technical Specification as given under Section-VII shall be compliance by the bidder.
- xii) Other Certificates / Declarations as per Annexures enclosed to be submitted.

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

3.4.4 The tenderers are advised to upload 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. Tender containing deviations from the terms and conditions is liable to be rejected.

3.4.5 The tenderers shall upload full details of the patent, trade mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.4.6 All information, correspondence letters shall be submitted in duplicate and addressed to CGM-in-Charge, Reserve Bank of India, Premises Department, Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400001.

3.5 Part II -Price bid: - Part II containing price bid.

(a) This part shall contain prices in Indian Rupees only as per format (Part II) given in the e-tender. 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 taken into account and will be treated as null and void.

(b) Rates should be quoted in columns specified through online process. No request for any change in rate or conditions after the opening of the part II tender will be entertained.

(c) The rates quoted shall be deemed to be for the finished work i.e., charges for all materials, labour, insurance, transportation and civil work etc. **and including all taxes, duties and GST etc.** and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

3.6 Pre-Bid Meeting

Tender briefing meeting of the intending Tenderers will be held at 11:30 Hrs. on September 29, 2026

to clarify any point/doubt raised by them in respect of the tender at Conference room, 5th floor, Premises Department, Central Office Building, RBI, Shahid Bhagat Singh Road, Mumbai. No separate communication will be sent for this meeting. All the intending Tenderers are advised to attend the meeting and study the tender documents. Kindly note that site visit, if necessary, shall be a part of this pre bid meeting. No bidder shall be allowed to visit the site separately before or after the date of pre bid meeting. Hence, all prospective bidders are advised to attend this meeting and carry out site visit to ascertain themselves of the feasibility of carrying out the entire work as per scope of the tender, before quoting their rates. Points/conditions/specifications which need to be sent through e-mail (nkgupta@rbi.org.in or nratnala@rbi.org.in) on or before September 28, 2026 which shall be discussed during the meeting and all the Tenderers will be advised suitably. The Tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II). Inclusion/submission of any deviations in the tender conditions in Part-I of the tender after pre-bid meeting is liable for rejection. No queries will be entertained after the pre-bid meeting.

The minutes of pre-bid meeting and corrigendum/modification/addendums issued regarding bidding process if any, will be hosted in the Bank's website / CPP portal only and shall not be published in any Newspaper.

If a firm doesn't attend pre bid meeting, no clarification in future will be entertained and Minutes of Pre-Bid meeting will be binding on them.

3.7 Opening of e-Tender: -

Part-I of the e-tenders will be opened on October 16, 2026 at 16.00 hrs IST. Price bid (Part II) of only such of 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.

3.8 Scope of Work: -

The scope of work shall include the following.

- a) Supply, Installation, Testing and Commissioning of required software and hardware as per BOQ for upgradation of the existing Alcatel Lucent make EPABX system including related all civil work and mending the damages.
- b) Delivery of all equipment's materials to Bank's site at Mumbai including packing, handling, transporting, insurance, loading / unloading at site. Taking away the old material comes out from this job after dismantling the same under buyback scheme.
- c) Erection, testing, commission, and handling of the EPABX system (as specified in this tender) to Bank. The said activities will be done non-working hours /non-working days of the Bank, in such a manner that the system remaining functional during Bank's office hours.
- d) Providing all-inclusive service including all spares, etc. during warranty / defect liability period.
- e) After upgradation, the exchange shall be inspected and certified by the OEMs, M/s Alcatel Lucent Enterprise before acceptance of handing over of the same to Bank.
- f) The tenderer should indicate in his tender 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:

g) The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

3.9 Validity of e-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 mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

3.10 Lowest e-tender not necessarily to be accepted: -

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

b) The tenderer whose e-tender is not accepted 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 e-tenders, even though the Bank may elect to modify/withdraw the tender

3.11 Earnest Money, Security Deposit & Security during Defect liability period: -

3.11.1 All Tenderers shall deposit Earnest Money of Rs. 1,20,000/- through NEFT/BG/DD, details of NEFT: Beneficiary name: Reserve Bank of India, IFSC: **RBIS0COD001** (Numeric Zero at 5th, 9th and 10th place from left) ; A/c no. **41861403873**. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. **Please mention your company name in NEFT transaction remarks.** The Earnest Money Deposit (EMD) is also acceptable in DD and Bank Guarantee in the form prescribed by the Bank in Annex. Bank Guarantee / DD in lieu of Earnest money shall be submitted in person to Premises Department., 5th floor, Reserve Bank of India, Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400001 on or before 02:00 p.m. on October 15, 2026.

The EMD deposit of all the tenderer other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

The EMD of successful tenderer shall be released on acceptance of the tender **and** on production of a new Bank Guarantee called “**Performance Bank Guarantee (PBG)**” from any scheduled Bank in the form prescribed by the Bank in Annex towards security deposit for due fulfilment of the Contract.

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 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.

EMD will be forfeited in the following situations: a) If the vendor / contractor withdraws bid after opening of the commercial bid. b) If the vendor / contractor fails to commence the work awarded to him / her within the prescribed time limit.

3.11.2 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.

3.11.3 (a) Performance Bank Guarantee (PBG) as security deposit for completion period / DLP:

On award of the work, the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract for due fulfilment of the Contractual obligations by the contractor. This Performance Bank Guarantee (PBG) shall be initially valid for a period upto DLP plus 90 days and shall be suitably extended in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank **within 15 days** of the issue of work order.

Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

(b) Bank Guarantee towards CAMC (i.e., Comprehensive Annual Maintenance Contract) period:

After completion of DLP (defect liability period), validity of PBG may be extended **or** the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the Contract value (i.e., project cost) in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per Annex towards Security Deposit for the due fulfilment of the terms and obligations of the CAMC. This 10% BG shall be valid for entire duration of CAMC of 4 years.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP and CAMC set out in the tender at any time during the currency of committed period of 5 years (1 yr. DLP + 4 years CAMC).

3.12 Terms / mode of Payment:-

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India. The payment will be made as follows:

- 1) 60% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:
 - a) Manufacturer's Inspection and Test Certificates
 - b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been

received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.

c) Policies of insurance covering all the risks as mentioned at para 3.14.

2) Balance 25% of the quoted rates against erection and testing.

3) Balance 15% of the quoted rates after commissioning and handing over of the entire system and submission of BG as per clause 3.11.3.

3.13 Taxes:

The rates of all the items quoted by tenderer should be inclusive of all applicable taxes GST, duties, levies etc. or any other taxes and charges in any other form. The evaluation of bids shall be on based on rates inclusive of all taxes. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.14 Insurance:

The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the former i.e. RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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.

- Contractor's All Risk policy for the full Contract Value, including earthquake and fire risk including Transit insurance for transportation from manufacturer's works to site (By Air/sea/Road etc. as applicable).
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakh per person per accident.

Note: These policies shall be valid till the completion of the work & in the joint name of RBI 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.

3.15 Completion Period:-

3.15.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly

observed by the Contractor and it shall be reckoned from the 14th day of issue of the letter of acceptance of tender. The work shall throughout the stipulated period of the contract be proceeded 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” of the contract.

3.15.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 14th day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

3.15.3 Bank will provide storage space within the Bank’s premises. 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.

3.16 Warranty / Defects Liability Period.

3.16 (a) The entire system (i.e., upgraded system including components of the existing system i.e. EPABX system in 2 existing racks along with existing cards i.e. analog, digital, PRI, CO etc. and upgraded cards, system side MDF board consisting Krone modules, power unit, interconnecting unit i.e., EPABX to the PC through switch, as well as existing digital instruments of various models i.e. 4019 -18Nos., 4029 – 118 Nos., 8019 – 44 Nos., 8029 – 28 Nos., 4035- 8 Nos. and the digital instruments supplied in this contract) shall be warranted against all types of defects including any manufacturing/design/ installation defects etc. for a minimum period of one year (defect liability period) from the date of handing over of the equipment to the Bank. The vendor must assess the condition of existing equipments and quote their price accordingly. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified /replaced by the tenderer with free of cost. During this period, servicing at not less than FOUR servicing or as prescribed by the manufacturer shall be carried out free-of-cost, further attending to ANY NUMBER of breakdown-calls as and when required shall be served free of cost. The tenderers shall also quote their charges separately for Annual comprehensive maintenance contract which will be effect after the expiry of the guarantee / defect liability period as per the scope. This rate for the service contract shall be valid for a period of 4 years (subjected to rate escalation as per tender terms) after expiry of guarantee / defect liability period and payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. This being a Bank’s emergency equipments, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Condition	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1200/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.800/- per day
(c)	Any defect in digital instrument	48 hours	Rs.300/- per day

Note: Penalty subject to maximum of 40% of the annual maintenance charges, if the defect in the system is not rectified within the time as stated above. In addition to this, if the system is not rectified within the period of 3 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The Bank shall have also right to invoke the BG as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

3.16.1 Any penalty during the DLP period shall be recovered from any dues payable to the contractor or Bank reserve the right invoke from the Bank Guarantee.

3.17 Comprehensive Annual Maintenance Contract (CAMC) after DLP period:

(a) The Tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as well as digital instruments (i.e., upgraded system along with all the hardware, software, cards, digital instruments etc. including existing system along with all the hardware, software, cards, digital instruments) including all consumable as per schedule of quantities which will be applicable after one year of defect liability period (DLP). **The rates shall also include the charges for the insurance of the workmen for carrying out the above job and GST for maintenance shall be quoted in respective rows in the BOQ.**

(i) During Warranty and AMC period the system will be inspected and checked by deputing a competent, trained service engineer. Bank will not provide any assistance in the form of men/material during the currency of the guarantee and service contract.

ii) Suitable service / breakdown reports indicating faults, rectification done with date & time of breakdown should be Maintained and got signed from the Bank's Engineer.

iii) Bank will not provide any assistance in the form of men/material during the currency of the guarantee and service contract. The tenderers will have to make their own arrangements for deputing a helper to skilled personnel including all necessary spares for rectification of the defects reported/observed.

iv) The comprehensive Maintenance contract includes, but is not limited to, procurement, including import and replacement of all components and accessories wherever required, and repair / replacement of all faulty electrical & electronic parts of EPABX system and any other component needed to ensure the working of EPABX system in the original state in which it is handed over to the Bank. Further, replacement of burning card is also within the scope of work.

v) Spares and consumables are to be used of manufacturers make or approved makes only and shall be approved by Bank's Engineer before usage. Non-availability of spares/ components shall not be accepted as a reason for waiving of penalty towards delay in rendering prompt services. The contractor shall, therefore, also ensure that the required spares etc. for proper maintenance are readily available with them for complete life span of the upgraded system, i.e., 5 (five) years.

(b) The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, consumables, burnt card, upgradation of software, etc. during service contract period. Any defects in the system/sub-assemblies, found within the maintenance period, shall be rectified / replaced by the Tenderer without any additional cost to the Bank.

vi) The contractor shall be responsible for repairs of all the existing digital instruments as well as new digital instruments supplied under this contract during the entire currency of service contract (1-year DLP and subsequent 4 years of CAMC). In case, any of the digital instruments

become irreparable, declared obsolete, end of service, end of sale by OEM, it shall be responsibility of the contractor to keep all the digital instruments (existing as well as new) in working condition by repairing or replacing them with new digital instrument of similar version or upgraded version without any additional cost to the Bank. Further, the contractor shall keep at least four digital instruments in Bank's custody so that the same can be used during fault of any of the digital instruments and the contractor shall replenish after repairing / replacement of faulty digital instruments. In case of failure of replenishment of such instrument within 15 days, a penalty of Rs. 100 per instrument per day shall be recovered from any dues payable to the contractor.

(d) Penalty for delay in rectification during CAMC:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified as per timeline mentioned above on 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. The penalty for delay in rectification during CAMC is like the penalties during DLP as given below. Any penalty during the CAMC shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

	Condition	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1200/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.800/- per day
(c)	Any defect in digital instrument	48 hours	Rs.300/- per day
Note: Penalty subject to maximum of 40% of the annual maintenance charges, if the defect in the system is not rectified within the time as stated above. In addition to this, if the system is not rectified within the period of 3 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The Bank shall have also right to invoke the BG as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.			

(e) Payment for Comprehensive Annual Maintenance Contract (CAMC):

The payment during the CAMC period shall be made on half yearly basis on rendering satisfactory service. The service contract shall be renewed for an additional period of at least 3 (three) years after the initial CAMC period of 1 (one) year. In other words, an assured life and service support will be provided for a total of 5 years (including one-year DLP) period after commissioning and handing over of the system for use. At the time of renewal of Contract after the expiry of the initial validity period of one years and for all subsequent years, the new Contract amount will be arrived at based on following formula.

$AC = AP [(15+60x(EPIC/EPIP)+25x(CPIC/CPIP))] x(1/100)$	
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 year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

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

3.18 Packing and Dispatch: -

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 the Bank's central Office Building, Mumbai.

3.19 Signing of Contract Agreement: -

a) The General instructions to the tenderers and special conditions, conditions herein before 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.

b) 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 signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

c) 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.

d) 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. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself 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.

e) 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

3.20 Sufficiency of Schedule of Quantities: -

3.20.1 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.

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

3.21 Language

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

3.22 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.

3.23 Evaluation of e-Tender

Tenders will be evaluated based on total cost of ownership (TCO) for 5 years i.e., capital cost plus Net Present Value NPV of the rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 4 years after expiry of guarantee / defect liability period of one year. The total cost of ownership (TCO) for 5 years will be arrived at as under.

Total cost of ownership (TCO) = Net Capital Cost (i.e., Cost of new equipment's – buyback value of old equipments come out from this job) + NPV factor for CAMC X Charges for CAMC per annum.

i.e., Total cost of ownership = Net Capital cost (i.e., Cost of new equipment - buyback value of old equipments come out from this job) + 3.3536 X quoted per annum cost for CAMC.

For calculating the NPV of Comprehensive Annual Maintenance Contract the following factors will be applied:

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMSC	4 years (after one-year DLP)
(d)	Payment terms of CAMC	Half yearly payment after satisfactory completion of service.

Minimum Base Rate for Comprehensive AMC:

In case, the tenderer quotes the rates for comprehensive AMC towards existing EPABX system lower than 5% (Five) of the quoted capital Cost (Excluding the cost of digital instruments and Buyback), then 5% (Five) of the quoted capital cost (Excluding the cost of digital instruments and

Buyback) shall be considered for Calculation of Total Cost of Ownership (TCO).

In case, the tenderer quotes the rates for CAMC charges of each digital instrument lower than 5% (Five) of the quoted capital cost of each digital instrument (being provided under this contract), then 5% (Five) of the quoted capital cost of each digital instrument shall be considered for Calculation of Total Cost of Ownership (TCO).

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the Comprehensive AMC during the currency of the committed contract period of 5 years (1Year DLP + 4 Years CAMC) subject to only escalation formulae indicated in the tender.

3.24 Import License

Import License if required will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.

3.25 Adherence to Specifications

The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

3.26 Acquaintance with the site of work

The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

3.27 Schedule of quantities

A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

3.28 Not entitled for any compensation

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

3.29 Bound to carry all items of the work

The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

3.30 Application of Minimum wages/ gratuity/ Contract Labour Act to the workmen:- The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.

3.31 Labour License:- The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory

requirements.

3.32 The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.33 Provision of Rule 144(Xi) of the GFR 2017:

Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the public procurement orders issued in furtherance thereto, and their subsequent revision shall be mandatory.

3.34 Make in India (MII), Micro Small Enterprise (MSE) clauses shall be applicable as per government standards.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in [Annexure-L](#).

If this Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her its tender / work order will be immediately terminated, and any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

Place :

Date :

Signature and seal of the tenderer.

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 cannot 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 mazdoor 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 so 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.

Place:

Date:

Seal & Signature of the Tenderer.

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's 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 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 Centrals 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:

Seal & Signature of the Tenderer.

SECTION-IV

The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

- | | |
|---------------------------|---|
| a) "Employer" | Shall mean the Reserve Bank of India and shall include its assignees and successors. |
| b) In the case of company | "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns. |
| c) "Site" | Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use. |
| d) "This Contract" | Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed. |
| e) "Notice in writing" | Shall mean a notice in written, typed or printed or written notice characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered. |
| f) "Act of Insolvency" | Shall mean any Act of insolvency as defined by the Presidency 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 " Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai."

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 with regard to":

- 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. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all catalogues and Specifications data sheet.
- 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. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.

8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works

and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

- 11. Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

- 12. Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

- 13.** No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

- 14. Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

- 15. Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his e- 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.

16. Measurement of works: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require.

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

17. Prices for extra: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

18. Unfixed materials when taken into account to be the property of the Employer

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

19. Removal of improper work : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re- execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. Defects after virtual completion : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The

contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. Certificate of virtual completion and defects liability period: The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

22. Nominated Sub-Contractor: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub- contractors employed by the contractor and are herein referred to as nominated sub- contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Bank and the Contractor shall otherwise agree) who will not enter into contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. Other persons employed by Employer: The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. Insurance in respect of damage to person and property: The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings,

whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and Maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and Maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

The contractor shall, within 14 days from the date of award of the work, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within 14 days from the date of award of**

work. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

25. Date of commencement and completion: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

26. Damages for non-completion: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

27. Delay and extension of time: If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. Contractor's failure to comply with Employers instruction: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

29. Termination of Contract by the Employer: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated

company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed, or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (v) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (vi) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter

or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

- 30. Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

- 31. Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
- 32.** The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a, b), 4, 5, 14, 20 (a, b, c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 33 hereof in the same way in all respects (including the provisions as to opening the reference).
- 33. Right of technical scrutiny of final bill**
The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

34. Employer entitled to cover compensation paid to workman

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

35. Abandonment of works

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

36. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contact, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

37. Right of employer to terminate contract in the event of death of Contractor or individual

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

38. Non-Disclosure Clause

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's 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 as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

39. Prevention of Sexual Harassment clause

- (a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- (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 workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

40. Force Majeure (applicable during the currency of the completion period and subsequent committed DLP and CAMSC period) :- If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

41. Debarment of firms from bidding: A firm/ bidder may be debarred from the bidding/ participation in tender, 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.
- (j) failed to disclose any previous transgressions made in respect of the provisions of sub clause (1) 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.

43. Minimum wages to the workman:

The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate

to that effect / proof of evidence , on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

44. Labour License:

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

Place:

Date:

Signature of the Tenderer with Seal.

SECTION-V

Appendix Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of letter of Award of work.
4.	Date of Completion	Date of virtual completion certificate
5.	Rate of liquidated damages for non-completion of work.	0.25% of the estimated value per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs. 25 Lakh.
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum
9.	Performance Bank Guarantee	10 % of Contract value
10	Retention money	5 % of Contract amount, i.e. Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the Contract value. This will be released after completion of work.

Place:

Seal & signature of Contractor

Date:

SECTION-VI
SYSTEM REQUIREMENT AND SPECIAL CONDITIONS

1. During pre-bid meeting, all the bidders must compulsorily visit the site at Central office Building, Mumbai and quote the rates so as to understand the exact requirement of the captioned work.
2. Rates should be inclusive of minor civil works if any, for completing the captioned work.
3. The work should be carried out in such a manner so as to create minimum hindrance without hampering the Banks fire and safety emergency.
4. Successful firms should co-operate with other contractors working in the same area. For the work an exclusive engineer should be deputed to supervise and monitor the work.
5. Bank will only provide incoming supply at one point and subsequent wiring using suitable size of copper cable is to be included in the work.
6. Supplier shall submit the performance test report / result for the supplied equipments before installation and commissioning.
7. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
8. The workmen will not be allowed to stay within the premises.
9. The water required for workmen can be availed from the available source at site free of cost.
10. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
11. Permission, if any, required from the local bodies shall be obtained by the Contractor.
12. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
13. The Tenderer may please note that, the work has to be carried out only on weekend or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the office occupants and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase-cutter only. Contractor shall take into account the above facts while quoting the rates.
14. The contractor shall prepare three copies of **as done / as build drawing** after completion of the work and shall submit along with the final bill.
15. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.

16. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.

17. The Tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.

18. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.

Place:-

Date:-

Seal & Signature of the Tenderer.

SECTION - VII

Technical Specifications

7.1 Technical specification for the equipments:

The EPABX shall continue to provide an efficient means of communication within the building with no degradation of Services between users & with other subscribers of the external Public switch telephone networks (PSTN). It shall consist of distributed switching equipment and telephones connected radically.

The System shall continue with the present features and will have add-on features in line with the System upgrade. The System shall continue to function in hot standby redundancy mode with hot swappable modules. In addition, on upgradation it should be equipped with Geographical redundancy.

7.2 Augmentation & Upgrade of the Alcatel Lucent Exchange- The Alcatel System should be augmented and upgraded to the latest available software release from the OEM – i.e., R101.1 version or latest .OEM letter should be provided mentioning that the offered software release is the latest release version and will provide free Major Software upgrade for 12 months from the date of supply, Minor upgrades/patches to be available for the Software Release installed in the system.

- a) **Upgrade of the System Software to the latest Software release version**– Existing Alcatel make EPABX system having Alcatel OXE version R.12.0. The Alcatel System should be upgraded from the existing version to the latest Software release i.e., version R101.1 or higher / latest.
- b) **Replacement of Configuration module with the latest version** – The existing configuration module to be upgraded to the latest Browser based Configuration System with the required modules. The Browser based Configuration module should be available for all users.

Traffic analysis within the system.

- i. Programming & Configuring the System
 - ii. Auto trunk testing and reporting & Isolation of faulty trunks.
 - iii. Call Barring Facility, the system administrator shall be able to program any set/sequence which shall bar dialling from the exchange.
 - iv. Logging and diagnosis of the system.
 - v. Upgrade of required software module patch and all associated license pack including redundancy module.
- c) **Upgrade of associated licenses** – Along with the System Software release, all equipped user licenses also to be upgraded along with the user associated licenses.
 - d) **Replacement of Operator Console Module to Latest Console** – The Existing Operator Console to be replaced with the latest Operator Console model ALE300 of M/s Alcatel along with the Alphabetic keyboard. The required licenses and accessories to be considered accordingly by the bidder & ensure smooth functionality transition.
 - e) **Replacement of CPU hardware to the latest Alcatel Communication Server (CS)** – The existing CPU Control Card to be replaced with latest OEM Communication Servers of Alcatel

equipped with call communication processing unit with license and software and as per the BOQ. It is in the bidder's scope to load the required OS, data transfer of the software with release version (R101.1 or higher) and ensure the functionality in line with the requirement. Call control in hot standby redundancy mode. There should not be any degradation of Services. The Servers should be capable to handle minimum 3000 users per Server. The System should support a BHCC (Busy Hour Call Completion) more than 02 lacs. The Communication Servers to be deployed in Master/Slave configuration.

- f) **Supply of Additional Analog Extension User ports** – Additional 48 Extensions (analog as per Bank's requirement) have been envisaged to add on in the system in addition to the existing analog users. The bidder has to provide 48 additional extensions along with all required hardware, cabinet, control hardware, licenses and accessories required for full functioning of the Extensions.
- g) **Supply of Additional Digital Extension User ports** – Additional 32 Extensions (Digital as per Bank's requirement) have been envisaged to add on in the system in addition to the existing digital users. The bidder has to provide 32 additional extensions along with all required hardware, cabinet, control hardware, licenses and accessories required for full functioning of the Extensions.
- h) **Restructuring of existing Cabinet for optimum utilization** – The bidder will be required to restructure the existing Cabinet and cards for optimum utilization of resources. Bidder will have to note down all the required details before doing the activity. It's in the bidder's scope to ensure seamless functionality post the activity by modification of the existing system side MDF, if required. There should be no degradation of services or functionality.
- i) **Restructuring of existing Old Analog hardware with new Hardware** - The bidder has to replace the non compatible Hardware with the latest Hardware along with all required hardware, cabinet, control hardware, licenses and accessories as required for full functioning of the all Extensions. Bidder will have to note down all the required details before doing the activity. It's in the bidder's scope to ensure seamless functionality post the activity. There should be no degradation of services or functionality.
- j) **Restructuring of Interface Hardware** – The bidder has to ensure to replace the Main control Interface & Resource boards so as to provide optimum performance.
- k) **Supply of additional PRI Cards:** Additional PRI cards with 30 channel in each card, including all required hardware, software, user licenses and associated licenses including caller ID, required system side Krone modules, hardware etc. required for functioning in the above EPABX system to be provided.
- l) **Supply of New Digital Instruments:** Digital Telephone Instrument consisting of enterprise desk phone (Make: Alcatel, Model: ALE 30H) with corded handset, 3.5 inch 320 x 240 colour display, alphabetic keyboard, having call Log & other features, complete set including all the associated hardware, software and user licenses and associated licenses to be provided.
- m) The upgraded system shall run for atleast 5 (five) years from the date of handing over the EPABX system, the same should be confirmed from the OEM viz., M/s Alcatel lucent Enterprise for availability of support, spares as well as addition of new instruments.

7.3 LIST OF APPLICABLE DOCUMENTS

7.3.1 CODES AND STANDARDS

- a) The design, material, manufacturing, inspection, testing performance and commissioning of EPABX supplied shall comply with all currently applicable statutes, regulations and safety codes in the locality where the equipment will be installed. Nothing in this specification shall be construed to relieve the Vendor of his responsibility. Where no standards are available, the supply items shall be of good quality and workmanship and backed by test results. Any supply items which are bought out by the supplier shall be procured from manufacturers approved by the RBI.
- b) Equipment shall conform to the latest applicable standards and codes of practice as mentioned in this specification. In case of conflict between the standards, stringent specifications out of these standards shall govern, whereas in case of conflict between the standards and this specification, Requirements of this specification shall govern.
- c) Other National Standards are acceptable if they are established to be equivalent to or superior to the listed standards subject to approval by the PURCHASE and the SUPPLIER shall provide English version of standards and codes applicable.

7.3.2 INTERNATIONAL STANDARDS

- a) Standards of the CCITT branch of International telecommunication Union (ITU) are applicable for EPABX.
- b) IEEE 269 – 1992 Standard methods for measuring transmission performance of analog and digital telephone sets.
- c) IEEE 455 – 1985 Standard test procedure for measuring longitudinal balance of telephone equipment operating in the voice band.
- d) IEEE 973 – 1990 Standard Definitions of switching system performance in a telecommunications environment.
- e) IEEE 1206 – 1994 Standard method for measuring transmission performance of telephone handsets and headsets.

7.3.3 EPABX Omni PCX enterprise system supplied should be approved by Telecommunication Engineering Centre (TEC). Supplier shall submit the latest certificate along with the offer for internal reference of the Bank.

7.4 SITE TESTING & COMMISSIONING

7.4.1 TEC APPROVAL

The Bidder shall submit the Latest TEC approval of the Alcatel Exchange installed at the Bank premises for the banks's internal compliance purpose.

- a. List of tests to be carried at RBI Central Office site.
The SUPPLIER shall submit their own testing, installation, commissioning and acceptance procedure in conformance to the OEM. The procedure shall include purpose of test, test definition, results expected and acceptance criteria. For software it shall include details of the method, list of tests, sequence of execution, results expected and acceptance criteria.

- The Supplier has to provide all necessary cables and peripherals required to complete the installation and commissioning in line with the technical specifications & BOQ.
- The entire system will be tested in line with their respective technical specifications for the required output in various modes and the same performance would be evaluated on completion of installation.
- System to be kept under observation for 24 hours.

b. Site Acceptance Tests (SAT)

Full integrated site acceptance test shall be performed before hand over of total system to the Bank. The test shall demonstrate functionality of the entire system supplied & installed by the SUPPLIER.

c. Testing Requirements

It shall be ensured that installation of all panels/racks is as per approved layout drawings. Checking for tagging / identifications of all the panels shall be done. Checks for continuity and termination of all power, signal, and communication cables shall be carried out as per approved drawings. All the panels supplied & installed by the SUPPLIER shall be checked at site by carrying out the following tests:

- i. Visual & Mechanical, Electrical testing.
- ii. Power up tests.
- iii. Checks on incoming voltage and power distribution.
- iv. Checking of incoming power supply to the panels/racks supplied & installed by the SUPPLIER.
- v. Power 'ON' PCs/servers for EPABX System.
- vi. Demonstration of all system functions EPABX System.
- vii. Checking for all analogue / digital extensions / Operator Console / PC based Operator Console.
- viii. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
- ix. All trunks, attendant console and extensions shall be connected or simulated and checked.

d. Functional Tests

- i. For Remote maintenance facility, if applicable.
- ii. Verification of software programs as per specification.
- iii. Functional tests on operators console (Digital and or PC based).
- iv. Operational test of Line card (s) & Trunk card (s) supplied in this tender
- v. Test/functional use of programming unit.
- vi. Checking of extensions numbering scheme one, two, three, four digits as specified.
- vii. Checking of redundancy requirements for control card, functional card, power supply level (s).
- viii. All tones shall be checked as to whether they confirm to specification.
- ix. All extensions and diagnostics shall be checked for proper operation.

7.5 TRIAL OPERATION AND TAKING OVER

On successful completion of testing & commissioning, the Bank shall take over the system and equipment, under guarantee through formal documentation. Besides the specified conditions governing the period under guarantee, additional conditions may be imposed and agreed to between the Bank and the SUPPLIER depending upon the outcome of the results of 'Performance test'.

The Vendor shall be responsible for remedying design, material, and fabrication and is also responsible for constructional defects as applicable. During this period, the Vendor shall provide, if required by the Bank the services of Operation Engineers for any training for the Bank's personnel / AMC vendors. On successful Completion of the guarantee period, the system and equipment shall be under Comprehensive AMC for the next 5 years.

Offered Equipment:

Sl. no	Descriptions of items	Offered make / Model / version
1.	Communication server (CS), license and software version,	
2.	Operator Console	
3.	Digital Instrument	

The tenderers have to submit the technical literature, etc. of the above offered makes and models of EPABX system in part I of the tender.

Warranty: System shall be warranted for not less than a period of one (1) year from the date of virtual completion. Proper maintenance to be performed during the warranty period to maintain warranty conditions.

The bidder shall also quote for Comprehensive Maintenance for a further period of 4 years after DLP of 1 year. The scope of Comprehensive AMC after defect liability period includes attending and replacement of all spare parts of the EPABX system including replacement of faulty cards, Communication server (CS) / CPUs upgradation of software etc. The CAMC also includes the existing 320 nos. digital instruments of various models such as 8029, 4029 etc., during AMC period vendor should keep atleast 4 nos. new compatible & acceptable models as a buffer at site to replace the defective units immediately and if the existing instruments could not be repairable in a tender specified time period, the defective instruments should be replaced with compatible & acceptable new instruments, failing which the penalties shall be recovered from the AMC bills.

I/We hereby declare that I/We have read and understood the above instructions which have been issued as conditions of the Contract.

Place:-

Date:-

Seal & Signature of the Tenderer.

SECTION-VIII

Schedule of Commercial & Technical Deviations

Schedule of Commercial Deviations:

We confirm that all commercial terms and conditions of the Bank except for deviations listed below.

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Seal & Signature of Tenderer

Name:

Designation:

Date

Schedule of Technical Deviations:

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below.

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Place:

Date:

Signature of Bidder with seal

SECTION-IX
Commercial Check List

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of e-Tender part-I	
2	EMD	Rs. 1,20,000/-	
3	Terms of payment	As per clause 3.12 in Part I of the tender	
5	Guarantee Period	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 & consumable / labour/ upgradation of software if found necessary.	
7	Completion period	45 days from 14 th day from date of letter of award of work.	
8	Liquidated damages	0.25 % of the estimated value per week subject to a maximum of 10% of contract value.	
9	Penalty during warranty & AMC period	As per clause 3.16 in part I of the tender	
10	Insurance polies	As per clause 3.14 in Part I of the tender	
11	Terms of payment for AMC	To be paid on half yearly basis on rendering satisfactory services	
12	Copy of Annexure-E (if applicable)	To be uploaded with Part I of the tender	
13.	Copy of Annexure- A to	To be uploaded with Part I of the tender	

	D and F to L		
14.	Section-VI- Technical Specification, offered equipments details	To be uploaded with Part I of the tender.	
15.	Section-VII- Schedule of variation (commercial / Technical)	To be uploaded with Part I of the tender.	

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

Place

Date

Seal & Signature of Contractor

Proforma of undertaking for maintenance confirmation by the Bidder

(To be uploaded by the tenderer)

To,
The CGM- in-charge
Reserve Bank of India
Premises Department
Mumbai-40001

Dear Sir,

Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.

We hereby undertake to maintain the EPABX System to be upgraded by us in your Premises satisfactorily, for a period of not less than 4 years, after expiry of the defect liability/warranty period of one year, under comprehensive annual maintenance service Contract at the quoted rates in tender and terms and conditions as per the Contract conditions with a provision for annual price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

In the unlikely event of M/s Alcatel Lucent Enterprise the Original Equipment Manufacturer, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide all inclusive service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the all-inclusive maintenance Contract for the period accepted as above.

Yours faithfully,

()

Authorised signatory
(Name and address of the company with Company Seal)

Date:

Annexure – ‘B’

CLIENT’S CERTIFICATE & PERFORMANCE OF CONTRACTOR
(To be uploaded by the tendered)

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

FORMAT OF BANKERS' CERTIFICATE

(To be uploaded with the tender)

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

It may be noted that the above firm is considered financially sound to be entrusted with the Contract for works estimated to cost Rs. 60 Lakhs.

(Signature)

For the Bank

Note:- 1. Bankers' certificates should be on letter head of the Bank and addressed to CGM-in-Charge, RBI, Premises Department, Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001

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

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

(To be uploaded with the tender)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai** including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

Power of Attorney should be properly stamped, and notarized Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit / Bid security

(To be furnished by the bidder before due date for EMD)

(To be submitted on non-judicial stamp paper of appropriate value)

Place: _____

Date: _____

The CGM-In - Charge

Dear Sir,

Name of Work: **Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.**

Ref.: NIT/Advt.No.

date:

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court,

Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of Rs.----- (Rupees----- only)

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

d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of -----Bank.

Authorised Official (with seal)

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

Proforma of Bank Guarantee for Performance Security Deposit

(only to be furnished by successful bidder)

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

No. _____

Date ____

To:

The CGM- in-charge

Reserve Bank of India Premises

Department Mumbai-40001

Dear Sir,

Name of work:-

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (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 Security for a total amount of ₹. _____ (Rupees _____ 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 Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSET

1. We _____ (name of the bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the tenderer have not Performed their obligations under the said conditions of the tender or have committed a breach thereof, which Conclusion shall be binding on us as well as the said tenderer; we shall on demand by the RBI, pay without Demur to the RBI, a sum of ₹-----/- (Rupees ----- only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated to be equivalent to the earnest money deposit for the due performance of the obligations on the tenderer under the said conditions, provided, however, our liability against such sum shall not exceed a sum of ₹ -----/- (Rupees ----- only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of Rs.----- (Rupees----- only)

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

d) This guarantee shall remain in force upto (90 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

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

Signature of authorized Bank official.

Name:

Designation:

Stamp / seal of the Bank

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

Witness 1

Signature-----, Name-----, Address-----

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

Proforma for Letter of Authorization and Maintenance undertaking from the OEMs

(To be issued by M/s Alcatel Lucent Enterprise the manufacturers of existing EPABX system on their letter head and shall be uploaded by the bidder with the tender)

To

Date:

The Chief General Manager- in-charge,
Reserve of India,
Premises Department
Mumbai

Subject: Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.

We, M/s Alcatel Lucent Enterprise, the manufacturers of the Existing EPABX system having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the Contract with you against the above mentioned tender for the above equipment developed by us.

We, hereby confirm that the software version Offered by M/s(name of the bidder)... is the latest version and shall be supported by us for maintenance till December 2031.

In the unlikely event of M/s _____ (tenderer) not remaining our authorised dealer / system integrator, we, the original equipment manufacturer, shall continue to provide support for the products manufactured by us and provided under the scope of the captioned project, either directly or through any of dealer inducted by the Bank for Maintenance of above system, in terms of providing spares/ updates / technical man power etc. i.e. all-inclusive service to your satisfaction, for minimum up to 5 years from the date of virtual completion of the captioned work.

Yours faithfully,

For and on behalf of
M/s _____ (Name of the manufacturer)

Seal and Signature:

Name:

Designation:

Address:

Note: The Content of the letter should not be altered. If any addition or deletion or modification in the content letter submitted by the tenderer is noticed, the tender is liable for rejection.

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Door No.								Street:											
Location:								District:											
City:								State					PIN						

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10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts):

Saving Bank Account		Cash Credit Account:		Current Account:	
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11. Bank Account Number of the Supplier: ©

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© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.
We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold RBI responsible.

Date: **Supplier's Seal:** **Authorized Signature of the Supplier:**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: **Bank's Stamp** **Authorized Signature of the Officer of the Bank.**

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labor Rules/ regulations

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

The Chief General Manager- in-charge
Reserve Bank of India
Premises Department, 5th floor
Central Office Building
Shahid Bhagat Singh road
Mumbai- 400001

Dear Sir

NAME OF WORK: Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of Contract labor and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India, against payments to be made to the Contract labor and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorised signatory

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Chief General Manager- in-charge
Reserve Bank of India
Premises Department, 5th floor
Central Office Building
Shahid Bhagat Singh road
Mumbai- 400001

Dear Sir,

NAME OF WORK: Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Performa 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,

The Chief General Manager- in-charge

Reserve Bank of India

Premises Department, 5th floor,

Central Office Building,

Shahid Bhagat Singh road,

Mumbai- 400001

Name of Work: Upgradation of Existing EPABX system at Bank's Central Office Building, Mumbai.

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 hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent

orders / revision. I/We also undertake that 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 found to be false, 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’

Undertaking to be included in tender regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letterhead)

Name of Work: Upgradation of Existing EPABX system at Bank’s Central Office Building, Mumbai.

1. I/We (Name of the bidder) declare 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 on bid). (last date of submission of
- 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 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 up to (date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(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.

Unprice Bid (Bill of quantity)

Sl.no.	Description of items	Quantity	Unit
1.	Upgradation of Existing EBABX system including the followings: Supply, Installation, testing & commissioning of Alcatel make R101.1 software (or) latest software and associated licenses, CPUs – 2nos. in hot standby mode, call control server application in hot standby redundancy mode, interface board control hardware INTIP3-3nos. and related hardware, upgrade of required software module patches, upgrade of existing user licenses and all associated license pack including redundancy modules, software protection (SPS) migration-OXE Enterprise that supports wireless extension based on mobility (IOS/Android / IP / DECT), replacing old CPUs with latest Alcatel Call Communication Processing Units equipped with license & SW, operator console licenses, additional energy efficient 9 slot cabinets 2nos. for housing new cards equipped with control hardware, 42U - 19" equipment rack including all the hardware, migration of all required ports / cards etc., local call activation license for all 1360 users. Exchange shall have all the features as per technical specifications. Rates shall be inclusive of all charges of supply and installation of required system side Krone modules, hardware etc. to commission the system with the existing setup, all complete and as directed by the Engineer-in-charge.	1	Job
2.	Supply, installation, testing and commissioning of additional analog cards (with 16 extensions in each card) including all the required hardware, software, user licenses and associated licenses including caller ID, required system side Krone modules, hardware etc. required for functioning in the above EPABX system.	3	Nos.
3.	Supply, installation, testing and commissioning of additional digital cards (with 16 extensions in each card including all the required hardware, software, user licenses and associated licenses including caller ID, required system side Krone modules, hardware etc. required for functioning in the above EPABX system.	2	Nos.
4.	Supply, installation, testing and commissioning of additional PRI cards with 30 channel in each card, including all required hardware, software, user licenses and associated licenses including caller ID, required system side Krone modules, hardware etc. required for functioning in the above EPABX system.	2	Nos.
5.	Supply, installation, testing and commissioning of operator Console unit consisting of enterprise desk phone (Make: Alcatel, Model: ALE 300) with corded handset, dual stack NOE-SIP, 3.5 inch 320 x 240 colour display, alphabetic keyboard, having call Log	3	Nos.

	& other features, complete set including all the associated hardware, software and user licenses and associated licenses, as per technical specifications given in tender and as directed by Bank's Engineer.		
6.	Supply, installation, testing and commissioning of Digital Telephone Instrument consisting of enterprise desk phone (Make: Alcatel, Model: ALE 30H) with corded handset, 3.5 inch 320 x 240 colour display, alphabetic keyboard, having call Log & other features, complete set including all the associated hardware, software and user licenses and associated licenses, as per technical specifications given in tender and as directed by Bank's Engineer.	4	Nos.
7.	Buyback of old discarded material, cards, patches etc.	1	Lot
8.	Comprehensive Annual Maintenance Contract (CAMC) Charges for Upgraded EPABX system as per technical specifications and scope of work as per tender terms & conditions (including all existing hardware, software etc. and all the hardware and software provided under this contract expect digital instruments) after completion of Defect Liability Period. (The tenderer shall quote per annum charges)	1	Lot per Annum
9.	CAMC Charges for each Digital Instruments (existing as well as new) as per technical specifications and scope of work as per tender terms & conditions after completion of the defect liability period. (The tenderer shall quote per annum charges per digital telephone set)	220	Set per Annum

Place:
Date.

Signature of the Tenderer with seal.