



**Reserve Bank of India
Estate Department
New Delhi**

**NOTICE INVITING TENDER (NIT)
(2026_RBI_290315_1)**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi.

1. Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") invites e-tender for "Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi" from eligible and willing firms/agencies. The estimated cost of tender is ₹10.66 lakh (Rupees Ten Lakh and Sixty-Six Thousand only) including GST. The work is to be completed within 60 days from the 14th day of issue of work order as per laid down Contractual obligations.
2. This is an Open Tender. Only those firms who are registered on Central Public Procurement Portal (CPPP) and having pre-qualifying criteria will be able to participate in the tendering process. The tender document for viewing/download will be available from 11:00 AM onwards on September 11, 2026 from the website <https://etenders.gov.in/eprocure/app> and is also available on website https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx for download.
3. This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the CPP portal. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date to the Bank will be considered for opening. The second e-cover i.e., Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank's schedule of quantities required and bidders' price bid to be submitted online on CPP portal.

4. The duly filled in tender documents shall be uploaded on CPP website <https://etenders.gov.in/eprocure/app>. All Pre-Qualification (PQ) papers shall be uploaded only on CPP portal and same will be downloaded at the time of opening of the second e-cover i.e., Part-I of the tender for examination by the Bank.

The timeline and other details of the tender are as follows:

A	e-Tender no	2026_RBI_290315_1
B	Name of Work	Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi
C	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of CPP Ltd (https://etenders.gov.in/eprocure/app)
D	Estimated Cost	₹10.66 lakh (Rupees Ten Lakh and Sixty-Six Thousand only) including GST
E	Earnest Money Deposit	₹21,320/- (Rupees Twenty-One Thousand Three Hundred and Twenty only). Further details have been provided at Clause no. <u>12</u> of Section III (a) of the tender document.
F	Date of NIT available to the parties to download	September 11, 2026 at 11:00 AM onwards
G	Date and Place of Pre-Bid meeting	Offline on September 21, 2026 at 10:00 AM. Venue: Reserve Bank of India, 1 st Floor, Estate Department, New Delhi.
H	Date of starting of online submission of e-tender (Techno-Commercial Bid and Price Bid) at https://etenders.gov.in/eprocure/app	September 21, 2026 at 05:00 PM onwards
I	Last date of proof of submission of EMD in first e-cover on CPP portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	October 05, 2026 at 12:30 PM
J	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	October 05, 2026 at 02.00 PM
K	a. Date and time of opening of first e-cover (containing proof of submission of EMD)	a. October 06, 2026 at 03:00 PM

	b. Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid) c. Date of opening of third e-cover (containing Part II i.e., Price Bid) Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present	b. October 06, 2026, after verification of receipt of EMD c. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)–shall be opened on a subsequent date and it would be intimated to qualified bidders through email.
L	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
M	Transaction Fee	NIL

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

Regional Director
Reserve Bank of India
New Delhi



**Reserve Bank of India
Estate Department
New Delhi**

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4. The duly filled in tender documents shall be uploaded on CPP website <https://etenders.gov.in/eprocure/app>. All Pre-Qualification (PQ) papers shall be uploaded only on CPP portal and same will be downloaded at the time of opening of the second e-cover i.e., Part-I of the tender for examination by the Bank.

The timeline and other details of the tender are as follows:

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B	Name of Work	Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi
C	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of CPP Ltd (https://etenders.gov.in/eprocure/app)
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E	Earnest Money Deposit	₹21,320/- (Rupees Twenty-One Thousand Three Hundred and Twenty only). Further details have been provided at Clause no. <u>12 of Section III (a)</u> of the tender document.
F	Date of NIT available to the parties to download	September 11, 2026 at 11:00 AM onwards
G	Date and Place of Pre-Bid meeting	Offline on September 21, 2026 at 10:00 AM. Venue: Reserve Bank of India, 1 st Floor, Estate Department, New Delhi.
H	Date of starting of online submission of e-tender (Techno-Commercial Bid and Price Bid) at https://etenders.gov.in/eprocure/app	September 21, 2026 at 05:00 PM onwards
I	Last date of proof of submission	October 05, 2026 at 12:30 PM

	of EMD in first e-cover on CPP portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	
J	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	October 05, 2026 at 02.00 PM
K	a. Date and time of opening of first e-cover (containing proof of submission of EMD) b. Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid) c. Date of opening of third e-cover (containing Part II i.e., Price Bid) Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present	a. October 06, 2026 at 03:00 PM b. October 06, 2026, after verification of receipt of EMD c. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)—shall be opened on a subsequent date and it would be intimated to qualified bidders through email.
L	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
M	Transaction Fee	NIL

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

Regional Director
Reserve Bank of India
New Delhi



Reserve Bank of India
Estate Department
6, Sansad Marg, New Delhi-110001

E-tender No.- 2026_RBI_290315_1

Part - I

E-tender: Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi

Name of Bidder:

Postal Address with Pin code:

Phone /Fax / Mobile No.:

Email Address:

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DISCLAIMER

Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) has prepared this document to give background information on tender for “Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank’s Main Office Building, New Delhi” to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank 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 it.

The information is not intended to be exhaustive. Interested bidders 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 the Bank in submitting the tender for “Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank’s Main Office Building, New Delhi”. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any bidder submitting the tender. No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender for “Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank’s Main Office Building, New Delhi”. In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

Section I: Schedule of Tender (SOT)

The Schedule of e-Tender (SOT) is as follows:

Sl. No.	Item	Details
1.	e-Tender No	2026_RBI_290315_1
2.	Tender Inviting Authority	Regional Director Reserve Bank of India Estate Department New Delhi Tel No.: 011-23353075 Email id: gpcnewdelhi@rbi.org.in
3.	Name of work	E-Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi
4.	Location	In front of Entry Gate, as detailed in the Terms and Conditions of the Contract (Section IV(b))
5.	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of CPP Ltd (https://etenders.gov.in/eprocure/app). All interested bidders must register themselves with CPP portal through the above-mentioned website to participate in the tendering process.
6.	Estimated cost of tender (including Taxes)	₹10.66 lakh (Rupees Ten Lakh and Sixty-Six Thousand only) including GST
7.	Date of NIT available to the parties to download	September 11, 2026 at 11:00 AM onwards

8.	Date and Place of Pre-Bid meeting	Off-line on September 21, 2026 at 10:00 AM. Venue: Reserve Bank of India, 1 st Floor, Estate Department, New Delhi.
9.	Earnest Money Deposit	₹21,320/- (Rupees Twenty-One Thousand Three Hundred and Twenty only). Further details have been provided at Clause no. 12 of Section III (a)
10.	Date of starting of online submission of e-tender (Techno-Commercial Bid and Price Bid) at https://etenders.gov.in/e-procure/app	September 21, 2026 at 05:00 PM onwards
11.	Last date of proof of submission of EMD in first e-cover on CPP portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	October 05, 2026 at 12.30 PM
12.	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	October 05, 2026 at 02.00 PM
13.	Date and time of opening of first e-cover (containing proof of submission of EMD)	October 06, 2026 at 03:00 PM (In the presence of the authorized representative of the bidders who choose to be present)
14.	Date and time of opening of second e-	October 06, 2026, after verification of receipt of EMD (In the presence of the authorized representative of the

	cover (containing Part-I i.e., Techno-Commercial Bid)	bidders who choose to be present)
15.	Date of opening of third e-cover (containing Part II i.e., Price Bid)	Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)–shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. (In the presence of the authorized representative of the bidders who choose to be present)
16.	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

Section-II

Important instructions regarding E-tender

1. This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the Central Public Procurement Portal (CPPP). <https://etenders.gov.in/eprocure/app>. Unregistered bidders must complete their registration on the portal to participate in the bidding process. Step-by-step user manuals and guides are available on the homepage of the portal; bidders can locate them by following the visual highlighted in the screenshot below.

Government eMarketplace - Central Public Procurement Portal
ePROCUREMENT for Central Public Sector Enterprises

15-Jul-2026 Search | Active Tenders | Tenders by Closing Date | Corrigendum | Results of Tenders

Government eProcurement System

Welcome to eProcurement System
The eProcurement System enables the Tenderers to download the Tender Schedule free of cost and then submit the bids online through this portal.

Latest Tenders

Tender Title	Reference No	Closing Date	Bid Opening Date
6. Supply of Wire Ropes for Samudra Sarvekshak	CSL/MF2/2490	21-Jul-2026 02:00 PM	22-Jul-2026 02:00 PM
7. SUPPLY OF CASTINGS	ILP/AD2/ACC031/25-27/TE-0897	20-Jul-2026 04:00 PM	21-Jul-2026 04:00 PM
8. NFW/CIVIL/658/2026/08 DATED 15/07/2026 Providing	NFW/CIVIL/658/2026/08	19-Jul-2026 03:00 PM	18-Jul-2026 03:00 PM

Latest Tenders updates every 15 mins. [More...](#)

Latest Corrigendums

Corrigendum Title	Reference No	Closing Date	Bid Opening Date
6. Eid Auto Extn Corrigendum	01/IVC/CPT/26-27, DE: 03.07.2026	18-Jul-2026 03:00 PM	20-Jul-2026 03:00 PM
7. Eid Auto Extn Corrigendum	GAIL/PATA/CNP/20140297/KS	22-Jul-2026 03:00 PM	23-Jul-2026 03:00 PM
8. Eid Auto Extn Corrigendum	GAIL/PATA/CNP/20140182/KS	22-Jul-2026 03:00 PM	23-Jul-2026 03:00 PM
9. Eid Auto Extn Corrigendum	ZW6SS25004	22-Jul-2026 03:00 PM	23-Jul-2026 03:30 PM
10. Bid Auto Extn			

Latest Corrigendum updates every 15 mins. [More...](#)

Help For Contractors

- Information About DSC
- Guidelines for Hassle Free Bid Submission
- FAQ
- Feedback
- Bidders Manual Kit

GeM - CPPP
Government eMarketplace
Central Public Procurement Portal

India.gov.in
The national portal of India

GeM
Government eMarketplace

Government of India Central Public Procurement Portal

2. **Process of E-tender: Bidder manual kit is available on home page.**
3. Registration for new bidder: The process involves bidder's registration with CPP portal which is free of cost.
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
4. **For any technical related queries please call at 24 x 7 Help Desk Number**
0120-4001 002
0120-4001 005
0120- 4493395
International Bidders are requested to prefix +91 as country code
5. **email Support:**
For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in
Policy Related - cphp-doe@nic.in
6. **Contact person at RBI, New Delhi**
 - i. Sh. Varun Kumar, Manager (T-E)
Contact No.:011-23353075, 9438342101
Email: gpcnewdelhi@rbi.org.in, estatnewdelhi@rbi.org.in
 - ii. Sh. Gaurav Rastogi, JE (T-E)
Contact No.:011-23353075; 9594908349
Email: gpcnewdelhi@rbi.org.in, estatnewdelhi@rbi.org.in

Section III – General Rules and Instructions to Bidders**Section III (a) - General Instructions to bidders**

1.	Bids in Three cover /Two bid system i. The tender is in three e-covers viz. the first e-cover shall contain proof of submission of EMD, second e-cover shall contain duly filled tender Part I (Techno-commercial bid), complete eligibility criteria, details, etc. and the third e-cover shall contain duly filled in tender Part II (Price bid). The bidders are required to submit their bids (the three e-covers) electronically on the CPP portal, using valid Digital Signature Certificates. ii. The instructions given above under “Important instructions regarding e-tender” (<u>Section II</u>) are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal. The duly filled-in tenders, as above, can only be submitted on CPP portal not later than the date and time for receipt of tender (as specified in NIT / Schedule of e-tender).
2.	Definitions <u>Clause 1 of Section IV (b)</u> details Definitions which shall apply to the entire Tender Document.
3.	Shortlisting of bidders for opening part II of the tender The Part-I (Techno-Commercial bid) of the bidders who fulfil the eligibility requirement provided in <u>Section III(b)</u> will be evaluated as per the evaluation process provided in <u>Section III(c)</u>. Only bidders who qualify in Part – I (Techno-Commercial Bid) will be eligible for the opening of third e-cover i.e., Part II (Price bid).
4.	Clarifications and pre-bid meeting i. Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting. The queries should be sent before the commencement of the pre-Bid meeting.

	ii. The bidders' designated representatives are invited to attend a pre-Bid meeting on the date indicated in SOT. The purpose of the meeting will be to clarify issues and to answer queries which may be raised at that stage. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting. iii. The minutes of the pre-bid meeting will be published on the RBI website and CPP portal only and the same shall be binding on all the bidders. Any tender received with any deviation/ Condition is liable for rejection.
5.	Site Visit The bidder is required to provide," Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi" as indicated in this document {<u>Section-IV (a)</u>} and is advised to visit and acquaint himself/herself with the site conditions. The cost of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the premises and is aware of the operational and site conditions prior to the submission of the tender documents.
6.	Amendment to Tender document At any time prior to the deadline for the submission of tender/bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective bidder, modify any part of the tender document by an amendment and the same will be uploaded on RBI's website (https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx). The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document. (iii) To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.
7.	Debarment A bidder is liable for debarment/disqualification from bidding on the following grounds:

	(1) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity: a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process. b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process. d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain. e. any financial or business transactions between the bidder and any official of the procuring entity related to the 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 declarations or providing false information for participation in a tender process or to secure a Contract. (ii) failed to disclose conflict of interest. (iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
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	(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/ Bharatiya Nyaya Sanhita 2023 (BNS) 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.
		The bidder has to submit an undertaking in the format provided in Annexure V .
8.	Documents Comprising the Bid	
	The Tender shall comprise the following: First e-cover (Online Submission Only) – Details of Earnest Money Deposit (EMD) submitted as specified at NIT / Schedule of e-Tender. Second e-cover i.e., Part I (Techno-Commercial Bid)- (Online submission Only) Checklist as specified in Section III(d). Power of Attorney (as per proforma given in Annexure III) in favor of person signing the tender/bid. Duly filled in and signed tender document consisting of: (a) Part I: Techno-Commercial bid viz., entire Tender Document (excluding Part II) duly signed. <u>Each page of the tender document shall be signed.</u> Duly filled in, signed and certified as stated in each document / formats/Annexures. Third e-cover i.e., Part II (Price Bid) (Online Submission Only) Part II (Price Bid) must be submitted online on CPP portal using valid digital signatures.	
9.	Preparation of bid and Cost of bidding	
	i. The bidder must obtain for himself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the	

	purpose of making a tender and for entering into a Contract and must 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 pertaining thereto. ii. The bidder shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the bidders, the general and specific conditions of Contract, and carried out his/her own investigations to arrive at the rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy. iii. Bids and all accompanying documents shall be in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.
10.	Format to be used The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in CPP portal. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. All requisite information, documents etc. shall also be uploaded on the CPP portal only.
11.	Filling of rates i. The amount for each item should be worked out and requisite totals should be given in the specified column. ii. In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the tender shall be considered incomplete and shall not be considered. iii. No advice of any change in rate or conditions after the opening of the tender will be entertained.
12.	Earnest Money Deposit

	i. Bidders are required to submit Earnest Money Deposit (EMD) for ₹21,320/- (Rupees Twenty-One Thousand Three Hundred and Twenty only) and the proof of its submission must be uploaded in the first e-cover of the tender on CPP portal. ii. EMD is to be submitted only through one of the following modes – - Through NEFT to the following account (preferably): Beneficiary: Reserve Bank of India, New Delhi Account No.: 06869229906 IFS Code: RBIS0NDPA01 (Please read 5th and 10th character of IFSC as zero) In remarks, the name of the bidder and tender number should be mentioned. - Through Demand Draft/ Banker's Cheque from a Scheduled Bank drawn in favor of Reserve Bank of India, New Delhi - Through Bank Guarantee from a Scheduled Bank as per Annexure VII drawn in favor of the Reserve Bank of India, New Delhi (validity of the Bank Guarantee shall be at least upto validity of the tender as per <u>Clause 19 of this Section III(a)</u>). iii. EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to Assistant General Manager (Administration) of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT. iv. Under no circumstances EMD will be accepted in any other form than stipulated above. Further, EMD submitted in account of another Office of the Bank shall not be considered. Scanned copy of Demand Draft/ Banker's Cheque/ Bank Guarantee has to be uploaded as proof of submission in first e-cover. v. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date will be
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	considered for opening. The proof of submission of EMD should be uploaded in first e-cover. vi. Release of EMD: The EMD of bidders other than successful bidder shall be returned/refunded on expiry of bid validity (including extended validity) as per clause <u>19 of Section III(a)</u> or on award of work to the successful bidder whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released after submission of Performance Bank Guarantee (PBG) as per <u>Clause 4 of Section IV(b)</u>. vii. Forfeiture of EMD: The EMD will be forfeited. (a) if the bidder withdraws bid after opening of the Price Bid or (b) if the successful bidder fails to commence the work awarded to her/him within the prescribed time limit or (c) fails to execute the agreement or produce PBG
13.	Undertaking on Legal Actions / Litigation / Arbitration by the Bidder The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the Tender Document, it shall provide details of the action(s). The bidder shall also provide details of works where civil lawsuit / litigation/ arbitration cases were/are initiated. The bidder shall give the above details as per proforma given in Annexure VI.
14.	Signing of Bid, Power of Attorney i. Bidders shall submit online along with Part I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney shall be as per Annexure III. ii. Each of the tender documents should be digitally signed by the authorised person submitting the tender in token of his/her acquainted himself/herself

	with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.
15.	Modification / Substitution/ Withdrawal of Bids No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.
16.	Bid Due Date Bids should be submitted online on CPP portal on or before the stipulated time and date as specified in NIT / Schedule of e-Tender. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.
17.	Late bids No bid will be accepted after the due date and time specified for submission of bids in NIT / Schedule of e-Tender or after the extended Bid due date, if any.
18.	Opening of bids i. Duly filled first e-cover, second e-cover i.e., Part I (Techno-Commercial Bid) of the tender, will be opened on CPP portal on the time and date, as specified in NIT / Schedule of e-Tender in the presence of authorized representatives of the bidders who choose to be present. ii. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part I (Techno-Commercial Bid), shall be opened on a subsequent date after scrutiny of documents submitted for the Techno-Commercial Bid and it would be intimated to qualified bidders through email.
19.	Bid Validity Tender shall remain valid for acceptance by the Bank for a period of <u>three months (90 days)</u> from the date of opening of the tender (Part I), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
20.	Evaluation of bids The Bank will examine and evaluate bids as per clauses of <u>Section III (c)</u> .
21.	Acceptance of Tender and Award of Work

	(i). On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign the Contract consisting of: - (a) Articles of agreement in format prescribed in Annexure IX (to be signed in Bilingual form) on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper/s shall be borne by the Contractor. One certified copy of the agreement will be handed over to the Contractor by the Bank. (b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondence leading thereto. (ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Format (to be signed in Bilingual form). (iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently. (iv) The successful bidder shall take over the entire work within five days of notification of award of work or later as decided by the Bank.
22.	Performance bank Guarantee Performance Bank Guarantee (PBG) for an amount equal to five per cent of the Contract value from a scheduled bank in the proforma at Annexure VIII or an amount equivalent to PBG through online mode (NEFT / RTGS) shall be submitted by the successful bidder within 14 days of award of work. Further details of the PBG are provided in Clause 4 of Section IV(b).
23.	Taxes / Duties / Levies i. The estimated cost includes all taxes including Goods and Service Tax (GST)

	ii. The amount quoted in the Price bid shall be inclusive of all taxes including Goods and Service Tax, duties, levies and royalties or any other tax levied by Central and State Governments.
24.	Bank's right to accept or reject any or all the bids i. Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank shall not assign any reason for rejection of any or all Bids. ii. The tenders which are not in consonance with the Code on Wages 2019 and / or any other Labour laws will be treated as invalid.
25.	Land Border Clause Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020 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. In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (Annexure X). If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section – III (b) Eligibility Criteria

The present tender is being invited for Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi under which the Outsourcing Agency (hereinafter referred to as "Bidder") shall provide works to Reserve Bank of India New Delhi (hereinafter referred to as "the Bank") as indicated in this document. Bidders are advised to submit only relevant documents in support of their eligibility along with proper indexing. The eligibility criteria shall be as under:

Criteria	Requirement	Forms / Documents to be furnished
1. Composition of the firm/ organization:	The bidder can be Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished. Joint Ventures are not allowed	Bidder should fill up information in Format 1 annexed hereto and submit along with the following supporting documents. (i) Copy of registration certificate/Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed / other relevant document/s (ii) Power of Attorney in Annexure III (On Non-Judicial Stamp Paper of appropriate value)
2. OEM requirement	Should be an Original Equipment Manufacturer (OEM)/ authorized dealer of Multi-zone DFMDs	Valid OEM Authorization Certificate / Dealership Certificate
3. Duration of past experience	(i) The bidder should have minimum of five years of experience of executing similar type of works viz. Supply, Installation, Testing	(i) Bidder should fill up the information in Format 2 annexed hereto indicating client-wise names of similar work(s), awarded and actual cost(s), completion date

	and commissioning of DFMDs for large office buildings / commercial Estate / industrial houses/Government organization/PSUs (during last 5 years ending August 31, 2026. Explanation: The bidder should have experience of executing at least one similar work in every year during the last five years ending August 31, 2026.	stipulated in Contract and actual date of completion, etc. and should submit along with the documentary evidence as proof of minimum five years of experience of completed similar work/s viz. copies of detailed work order/s indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s). For works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. (ii)The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.
4. Minimum value of each completed similar work/s	The bidder must have experience of successfully providing similar works viz. Supply, Installation, Testing and commissioning of DFMDs for large office buildings /	Bidder should fill up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s.

	commercial Estate / industrial houses/Government organization / PSUs during last 5 years ending August 31, 2026, of value as under: (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost of the tender. Or (b) Two similar completed works each costing not less than amount equal to 50% of the estimated cost of the tender. Or (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost of the tender.	(i) Copies of detailed work order/s for qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) in case of works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) in case of works executed for private companies. (ii) Client certificate/s for each of the qualifying work as per the Format 3A annexed hereto. It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and may reject such bids. Also, if the bidder has served at any office of RBI in the past or provided service at any office of RBI, it is mandatory for the bidder to submit
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		client certificate from that Regional Office/Training Establishment.
5. Annual Financial Turnover	The bidder shall possess minimum Annual Financial Turnover of estimated cost of this tender or more during the last three financial years viz. 2023-24, 2024-25 and 2025-26.	The bidder should fill up the information in Format 4 annexed hereto and be certified by Chartered Accountant to be submitted along with the following documents: (i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for number of financial years as referred to in Format 4. (ii) Copies of the Income Tax Returns for the last three financial years viz. 2023-24, 2024-25 and 2025-26.
6. Solvency	The bidders should have a Solvency of value not less than 100% of estimated cost of tender.	(i) The bidder should furnish a solvency certificate issued by the bidder's banker specifically issued for this work, in Format 5. (ii) Bidder should submit details of their Banker in Format 5A.
7. Registrations	The bidder must have PAN, GST Registration.	Bidder must submit Copy of PAN, GST Registration Certificate.
8. Local Presence of at least one year	The bidder should have an office at the place of Contract i.e., NCT of Delhi with sufficient manpower to take care of service during CAMC (Comprehensive Annual Maintenance Contract).	The bidder shall submit documentary proof in support of having an office in NCT of Delhi.

Notes:

- (i) Bids received without the supporting documentary proofs specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.
- (ii) The Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.
- (iii) The bid submitted by a bidder who is found to be not satisfying the eligibility criteria will be disqualified from further processing of the tender.
- (iv) Bids containing false and /or incomplete information are liable for rejection / debarment from future tender etc.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section III (c) Evaluation of Bids

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (b) after opening the second e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD on or before the due date. The proof of the submission of EMD should be uploaded in the first e-cover.
2. The bidders must submit all the requisite documents prescribed in the tender document in the second e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank.
3. The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
4. To assist in the examination, evaluation and comparison of the bids, the Bank may ask bidders individually for clarifications. Any clarification submitted by a bidder, that is not acceptable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing/email. Communication, if any, in this regard shall only be made to the e-mail ids 'gpcnewdelhi@rbi.org.in' and 'estatenewdelhi@rbi.org.in'. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
5. If a bidder does not provide clarification/s of its Tender by the date and time set in the Bank's request, its Tender shall be liable to be rejected.
6. The third e-cover i.e., Part II (Price Bid) of all the bidders who qualified in Part I (Techno-Commercial bid) will be opened for financial evaluation.
7. Tenders will be evaluated on the basis Total cost of ownership (TCO) which includes capital cost of the system and taking into account the effect of rates quoted for comprehensive service contract for a period of Two years after the expiry of one year of defect liability / guarantee period with buyback amount.

	Capital Cost	
1	Supply of Multi-zone DFMDs with accessories as per specification in tender Part I. The price is inclusive of all taxes, transportation to site, cost of insurance etc.	Say (A)
2	Installation, testing and commissioning of DFMD at sr. no. 1 above. The price is inclusive of all taxes, labour charges, cost of insurance etc.	Say (B)
	Rebate/ Buyback	
3	Buyback/ Rebate of existing DFMDs	Say (C)
	CAMC	
4	NPV of comprehensive annual maintenance Service contract charges for the period of 02 years after 1-year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, quarterly payment and with a discount rate of 8%. Thus, the Multiplying Factor (MF) for working out NPV of AMC for 02 years after (1-year guarantee period) shall be (F =1.7417). Note: <i>(i) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender.</i> <i>(ii) Payment for AMC shall, however, be made strictly as per rates and amounts quoted in the Part II of tender under head of AMC.</i> <i>(iii) NPV of Owning the DFMDs for 03 years of useful service life shall be worked out as $\{[(A)+(B)-(C)] + \{(D) \times 1.7417\}$</i>	Say (D)
5	The work will be awarded for the lowest value of Total Cost of Ownership (E).	Say (E)

Total Cost of Ownership (E) = Capital Cost (A+B) – Buy back/Rebate amount (C) + 1.7417*AMC Rate (D).

The bidder with the lowest Total Cost of Ownership (L1) will be called as successful bidder.

8. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided based on revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest annual turnover in FY 2025-26 shall be considered for the award of contract.

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

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section III (d) Checklist of documents to be submitted with the Tender

List of Documents duly signed and certified to be scanned and uploaded before the last date and time of submission given in NIT/SoT -

Sl. No.	Checklist	Submitted/ Not submitted	Remarks
To be submitted in the first e-cover			
1.	Submission of Earnest Money Deposit (upload scanned copy of proof of submission of EMD in first e-cover). Note: EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to AGM(Administration) of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.		
To be submitted in second e-cover i.e., Part I (Techno-Commercial Bid)			
2.	Form of tender (Annexure I)		
3.	Format 1 of Annexure II (duly signed and stamped)		
4.	Copy of registration certificate/ Memorandum/ Articles of Association/ Certificate of Incorporation/ Partnership Deed/ other relevant document in support of Item 1 of Section III(b)		
5.	Power of Attorney in Annexure III (Non-Judicial Stamp paper of appropriate value)		

6.	Self-attested copy of GST registration.		
7.	Self-attested copy of the PAN card issued by the Income Tax Department		
8.	Local Presence of at least one year as per Item 8 of Section III (b)		
9.	Valid OEM Authorization Certificate / Dealership Certificate		
10.	<u>Format 2 of Annexure II</u> : Proof of past experience as per <u>Item 3 of Section III(b)</u> Following documents are required to be submitted in support of Item 3 of Section III (b)- a. For works executed for government /public sector companies: Copies of detailed work order/s indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s); b. For works executed for private companies: copies of work order, indicating date of award, contract amount, time given for completing the work, etc work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the		

	client(s). c. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.		
11.	<u>Format 3 of Annexure II: Proof of eligible works as per Item 4 of Section III(b)</u> Following documents are required to be submitted in support of Item 4 of Section III (b)- (a) For works executed for government /public sector companies: Copies of detailed work order/s for qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s); (b) For works executed for private companies: copies of work orders indicating date of award, contract amount, time given for completing the work, etc. and the corresponding, work completion certificate along		

	with Tax Deducted at Source (TDS) certificate(s) issued by the client(s). (c) if the bidder has served at any office of RBI in the past or provided service at any office of RBI, it is mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.		
12.	Client certificate for each of the qualifying work as per the <u>Format 3A of Annexure II</u> as per <u>Item 4 of Section III(b)</u>		
13.	<u>Format 4 of Annexure II</u> duly signed by the bidder and certified by Chartered Accountant		
14.	Income Tax Returns and the latest final accounts of the business of the Bidder for the last 3 financial years up to FY 2025-26 duly certified by a Chartered Accountant		
15.	<u>Format 5 of Annexure II</u> in the letterhead of the Bidder's bank		
16.	Details of Bidder's bank in <u>Format 5A of Annexure II</u>		
17.	Letter of undertaking to Regional Director, RBI New Delhi (<u>Annexure IV</u>)		
18.	Undertaking on Declaration of Debarment (in format given in <u>Annexure V</u>)		
19.	Signed Undertaking on Legal Actions / Litigation / Arbitration by the Bidder (in format given in <u>Annexure VI</u>)		

Section III (d) - Checklist of documents to be submitted with the tender

20.	Tender documents signed and stamped (Part-I)		
21.	List of technical deviation if any		
22.	Checklist of documents to be uploaded {Section III(d)}		
23.	Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India (in format given in Annexure X)		
24.	Annexure XI - Letter of Undertaking for CAMC		
25.	Annexure XII - Letter of Undertaking-Declaration by OEM		
26.	Tender documents signed and stamped (Part I)		
27.	Copy of minutes of pre-bid meeting - Signed and stamped		
28.	Any other document as specified in the NIT and tender.		
29.	Any other information the Bidder wishes to furnish.		

Date:

Authorized Signatory (With Name/Designation and Seal)

Section- IV General and Specific Conditions of Contract

Section IV (a) - Scope of work

1. Technical Specifications of DFMD / Bank's Requirement

a. TYPE / CAPACITY

Type of usage	Outdoor
Functioning	Microcontroller based working
Detection Zones	Multiple Zone
Function	Detects Ferrous, Non-Ferrous and alloy metals concealed in the body of a person when passed through the arch way
Number of Horizontal Detection Zones covering full Height	16
Capacity / throughput rate (person/min)	20 or more
Availability of Camera	Yes
No. of Camera (IN/Entry)	1
No. of Camera (OUT/Exit)	1
False Alarm rate (%)	1

b. DIMENSIONS / WEIGHT

Passage Height	2070 millimeter
Passage Breadth	720 millimeter
Passage Width	600 millimeter
Weight of the equipment	Not more than 80 Kg

c. DOOR FRAME CONSTRUCTION

Construction of Door Frame (Walk-through Arch)	Light weight, rigid, laminated side panels, and cross piece with ABS plastic boots for panel protection
Material of Walk-through Arch	Polycarbonate
Provided with base wheels for easy mobility	Should be provided
Provided with a floor panel to attach both side panels to give stability & rigidity to the structure	Yes
Ramp over the floor panel – covered with suitable material	Should be provided
Waterproof	Should be waterproof
Weatherproof	Should be weatherproof

d. DETECTION

Metals detectable	Ferrous, Non-Ferrous, Ferrite & Alloys
Uniform Detection from top to bottom	Yes
Capable of Metal Detection in all orientations	Yes
Detect multiple objects of various size, weight, and shape in all the zones simultaneously from head to toe	Yes
Capable of Metal Detection in walking speed of interception	Yes
Performance independent of the speed of person passing through	Yes

e. ALARM / INDICATION / DISPLAY

Audio-Visual indication on detection at side panels and control panel	Yes
Audible Alarm on detection with adjustable volume	Yes
Bar Display to indicate Metal location w r t Height on person	Yes

Audio-Visual Low Battery indication	Yes
Back-lit Display	LED

f. SENSITIVITY

Operational Frequencies	User selectable
Number of User Selectable frequencies	6
Adjustable Sensitivity	Yes
Number of Sensitivity Levels / Steps	6
Uniform Sensitivity in all zones	Yes
Calibration	Both manual and Auto Calibration

g. SECURITY

Provision to secure access to the control unit by a password protected alpha numeric keypad	Yes
Re-setting after alarm condition	Re-set itself (auto) within 3 Seconds
Walk / Stop indicator for traffic control	Yes
Control Panel	Easily accessible control panel, with modular design and standard

	plugs and connectors. Adjustable controls should only be activated on insertion of a removable key and / or by password.
User friendly self-testing diagnostics to identify faulty condition	Yes

h. INTERFERENCE SUPPRESSION /REJECTION

Automatic synchronization for DFMDs Do not interfere with adjacent installed DFMDs located close to each other up to a distance of	2 feet
Static Metal Compensation Not affected by heavily reinforced floors / roof tops / walls	Yes
High discrimination between small masses and personal metallic objects	Yes
Not affected by external RF transmission and EMI (Electro Magnetic Interference)	Yes
Not affected by interference, which is mains-borne or radiated by external source	Yes

Not affected by the operation of radio, Mobile phones, walkie-talkie sets, X-ray monitors etc within one meter	Yes
Not affected by moving metallic items such as trolleys, opening / closing of metallic gate etc, one meter away from the archway	Yes

i. HEALTH & SAFETY

Harmless to wearers of pacemakers, defibrillators or other vital support systems, pregnant women, and magnetic storage media	Yes
Not affected by infrared, ultraviolet, electromagnetic or RF radiation	Yes
Conform to international security standards of Safety / Radiation	Yes
Harmless to magnetic media, electronic devices, Film safe and Data safe	Yes

j. ENVIRONMENTAL

Operating Temperature Range (Degree C)	0 Degree C to Plus 55 Degree C
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Operating Humidity - Noncondensing (RH) (%)	90
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k. POWER SUPPLY / BATTERY

Source of Power	Operated by AC mains supply and alternatively by rechargeable battery
Power Supply	220 V +/-10% VAC
Battery	Re-chargeable, maintenance free, internal battery with charger
Battery Back-up in full function (hours)	12 hours

I. ACCESSORIES

One Standard Test Piece for each machine for testing during commissioning / maintenance	Inclusive in the scope of supply
Training tools- Charts, slides, training brochure, training work model, blow-up diagram, and use etc	Inclusive in the scope of supply
Technical manual giving full description of the item, user's handbook, and literature	Yes

Availability of Spares for a period of 7 years after the warranty period	Yes
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m. CERTIFICATION

Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes
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2. Defect Liability Period (DLP) and Annual Maintenance Contract (AMC):

- a) The equipment/system supplied shall be guaranteed against any manufacturing/design/ installation defects etc. for at least a period of **one year** (defect liability period/ DLP) from the date of handing over of the equipment/system to the Bank. Further,
- b) The system is also required to be maintained under annual maintenance contract (AMC) for further period of **2 years after one year of DLP (Defect Liability Period)**.
- c) Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the contractor free of cost. This includes consumable, yearly replacement of hydraulic oil and hose pipes etc.
- d) During this period (DLP & AMC) servicing at not less than four servicing (cleaning of DFMDs and its control panels and all accessories connected to it and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.
- e) Bidder shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.

- f) The bidders shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period/defect liability period as per the scope. This quoted rate for the service contract shall be valid for a period of one year after expiry of guarantee period / DLP i.e. one year from the date handing over the system.
- g) The AMC payment shall be made on **quarterly basis** on rendering satisfactory service. The service contract rate shall also consider all the cost, including travel cost from the nearest service station, all parts, consumable required to run the system.
- h) The amount of service contract shall be renewed for an additional period of at least 1 years (after one-year of AMC on quoted rates). While renewing the contract amount will be arrived at based on following formula.

$$A_C = A_P \{10 + 65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

A_C The contract amount for the current year (excluding taxes)

A_P The contract amount for the previous year (excluding taxes)

EPI_C Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year

EPI_P Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year

CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

Every year in month of March new amount of AMC will be communicated through letter.

- i) If contractor fails to complete the 3 years of service contract including one-year DLP from the date of handing over the system, the Bank has right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit amount will also be forfeited.

I/We hereby declare that I/we have read and understood all the above technical specifications cum Bank's requirement, for new DFMDs and AMC conditions.

Place:

Signature of bidder

Date:

Section IV (b) Terms and Conditions of the Contract

Sl. No.	Clauses
1.	Definitions (a) The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the Bank and the Contractor, together with the documents referred to therein including the General and Specific Conditions of the Contract, General Rules and Instructions to Bidders, correspondences exchanged, and instructions issued from time to time by the Bank. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another. (a) In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: - i. “Agreement” means the agreement signed between the Contractor and the Bank for the execution of the work. ii. “Site” means Main Office Building, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 iii. “Work” - Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs iv. “The Bank” means Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001. v. “Tender document” shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work. vi. “Day” shall mean Calendar Day vii. “Working Day” shall mean days when the Bank’s office is working <i>i.e.</i>, Days excluding public holidays, Saturdays, and Sundays. viii. “Month” shall mean the calendar month. ix. “Year” shall mean Financial Year

	x. “Bidder (s)” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document. xi. “The Contractor” shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. xii. The Engineer-in-charge means the Engineer in the rank of officer employed and paid by the Bank and acting under the orders of the Bank who shall be in-charge of the work. xiii. Bank’s Engineer / The Authorized representatives of Engineer-in-charge means the Engineer officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge xiv. “Contract Amount” shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work. While, the contract value refers to only the quoted capital cost by the successful bidder. xv. “Notice in writing or written notice” shall mean a notice in written, typed, or printed characters sent (unless delivered personally or 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 and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice. xvi. “Writing” includes any written paper document, e-mail correspondence and any electronic message. xvii. “Commencement of work” shall mean the date specified as in the work order.
2.	Sufficiency of Tender
	The Contractor shall be deemed to have satisfied himself/herself before bidding as to the correctness and sufficiency of his/her tender for the works and of the

	rates and prices quoted in the Price Bid, which rates and prices shall, except as otherwise provided, cover all his/her obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
3.	Completion Period
	The work should be completed within 60 days from 14 th day of the date of issue of work order.
4.	Performance Bank Guarantee for contract period and Bank Guarantee for CAMC (Comprehensive Annual Maintenance Contract)
	(a) The Contractor shall submit an irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank in prescribed format (Annexure VIII) for successful execution of the Contract for an amount equal to five per cent (5%) of the contract value or amount equivalent to PBG through online mode (NEFT / RTGS) shall be paid by the contractor for the entire period of currency of contract (Defect Liability Period) for due fulfillment of the contractual obligations by the contractor. i. Time allowed for submission of PBG from the issue of work order – 14 days. ii. Maximum allowable extension of time for submission of PBG beyond the period specified in (i) above without penalty – 7 days. iii. Maximum allowable extension of time for submission of PBG beyond the period specified in (ii) above with late fee @ 0.1 per cent of the amount of Performance Guarantee per day – 7 days. In addition to performance Bank Guarantee, successful bidder has to submit Bank Guarantee amounting to 5% of the contract value which shall remain valid for two (2) years from the date completion of DLP (Defect Liability Period) for due fulfilment of CAMC period. (b) <u>Release of PBG or Bank Guarantee</u>: The PBG shall be released without interest after the Defects Liability Period only after being satisfied of the successful completion of the Contract and no liabilities from the Contractor and submission of Bank Guarantee for the CAMC period. In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security

	deposit and shall be discharged only after adjusting all dues, liabilities, etc. Bank Guarantee shall be released only after successful completion of CAMC period. (c) <u>Forfeiture of PBG:</u> PBG shall be forfeited in case of; (i) Non-commencement of work, (ii) non- performance of Contract obligations or failure to comply with any of the conditions of the Contract. (iii) in the event of the Contract being terminated under provision of any of the Clause/Condition of the agreement.
5.	Retention money Deposit (RMD)
	Retention money of 5% of bill value shall be deducted from each RA bill of the contractor till the total recovery amounts to 5% of contract value as security deposit that shall be returned after successful completion of Defect liability period.
6.	Contractor's Responsibility towards Deployed Personnel (a) The staff deployed by the Contractor for the work mentioned in "Scope of Work" (Section IV (a)) shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him/her. (b) The Contractor shall be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Bank informed of all development in this regard. (c) The Contractor shall pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this respect. (d) The Contractor shall not permit or carry on any unlawful activity or create indiscipline in the Bank's premises. (e) On expiry of the agreement, the Contractor shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank, so that no liability or obligation devolve on the Bank.

7.	Sufficiency of Schedule of Quantities • The Contractor shall be deemed to have satisfied himself before e-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. • The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract. • The successful bidder 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. • The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted. Any rate on account of it shall be included in the tender itself. • The rates quoted in the e-Tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
8.	Consequence of rejection If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

	i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable. iv) Bank's Engineer decision as to rejection final: - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.
9.	All relevant Statutory Laws to be complied by the Contractor The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz. a) Code on Wages, 2019 b) Industrial Relations Code, 2020 c) Code on Social Security 2020 d) Occupational Safety, Health and Working Conditions, 2020 (including obtaining labour license) e) Employer's Liability Act, 1938. f) Child Labour (Prohibition and Regulation) Act, 1986. g) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 h) and/or any other act / law as applicable. The personnel provided, shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be

	paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract. The Contractor should be registered with the concerned authorities of Labour Department under the OSHWC Code, 2020 and Delhi Works Contract Act (wherever applicable). The Contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under OSHWC Code, 2020 at his/her own cost. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years. In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.
10.	Levy/Taxes payable by Contractor (a) Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this Contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in respect of the same. (b) The Bank is not responsible for payment of GST for the service rendered by the Contractor. It is the responsibility of the Contractor to pay the GST to the tax authority. The Contractor shall strictly comply with submission of GST and other returns also. The documentary evidence should be submitted to the Bank as per extant instructions. (c) Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted from the monthly bills payable to the Contractor as applicable and the Bank will not entertain any claim whatsoever in respect of the same.
11.	Payment Terms The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

	i) 70% of the quoted rates after receipt of the material in good condition and on submission of the insurance documents as per tender conditions. ii) 25% of the quoted rates after completion of erection, testing, commissioning, and handing over the system. iii) Remaining 5% will released after DLP (Defect Liability Period) and submission of Bank Guarantee due fulfillment of CAMC (Comprehensive Annual Maintenance Contract).
12.	Subletting of Work The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Bank and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.
13.	Liquidated Damages The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages at the rate 0.25% of contract value per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract value and the Bank may deduct such damages from any money due to the Contractor.
14.	Insurance in respect of damages to Persons and Property a. The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site. i. Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk. ii. Employees' Compensation Policy for all employees deployed at site. iii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details:

	(1) For injury to persons – ₹5 lakh per person per accident (2) For damage to property – ₹2 lakh per accident for a ceiling of ₹25 lakh (1&2) per annum. b. All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work). For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable. c. The insurance policies must remain valid for the entire period of Contract (including CAMC). d. If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor. e. If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor. f. Copy of the insurance policy is to be submitted to the before commencement of work (within 14 days of award of work), failing which the Bank reserves the right to terminate the Contract. a. Time allowed for submission of insurance policy from the date of award of work – 14 days. b. Maximum allowable extension of time for submission of insurance policy beyond the period specified in (i) above without penalty – 7 days. c. Maximum allowable extension of time for submission of insurance policy beyond the period specified in (ii) above with late fee @ 0.1 per cent of the amount of insurance policy per day – 7 days. g. The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of
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	such injury, accident or loss of life shall be the sole responsibility of the Contractor. h. The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.
15.	Loss to Property of the Bank Any loss caused to any property of the Bank due to negligence of personnel so deployed shall be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority (CA) who shall be <u>General Manager Estate Department, Reserve Bank of India New Delhi</u>. However, the Contractor will have the right to appeal to the Regional Director whose decision shall be final in the matter.
16.	Indemnity Clause (a) The Contractor shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to: i. Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or ii. Non-performance of the terms and conditions of the Contract; or iii. Breach of the representations and warranties made by the Contractor; or iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor. v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.

	vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Code on Social Security, 2020 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them. (b) The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.
17.	Non-Disclosure Clause a. The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies.

	b. 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. c. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
18.	Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 a. The Contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who 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 employee of the Contractor, for instance any monetary relief to the 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.
19.	Termination of Contract by Bank Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by giving notice in writing shall determine the Contract in any of the following cases: (i) If the Contractor has abandoned the Contract.

	(ii) If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with 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. (iii) 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' (iv) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this 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. (v) If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelisation etc. or commits breach of the Agreement. (vi) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/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 made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank. (vii) If the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor. (viii) If the Contractor suffers any payment under this Contract to be attached
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	by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder. (ix) If the Contractor assigns or sublets this Contract without the prior written consent of the Bank Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Bank and the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.
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20.	Termination of Contract by Contractor: If this payment of the amount payable by the Bank 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 Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contract, or if the works be stopped under the order of the Bank 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 Bank, and he shall be entitled to recover from the Bank, 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.
21.	Termination of Contract in case of death of Contractor Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without any liability for such termination and compensation to the Contractor.
22.	Force Majeure conditions (a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event. (b) Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations. (c) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.
23.	Settlement of Disputes and Arbitration

	(i). If a dispute of any kind arises between the Bank and the Contractor in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. The Bank may constitute an internal Dispute Resolution Committee (DRC), for the purpose of resolution of dispute. (ii). If an amicable settlement is not forthcoming within the aforesaid period, then the unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only
24.	Jurisdiction of Court
	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.
25.	Police Verification
	No staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name / Designation and Seal)

Section IV (c)- Penalty Clause / Liquidated Damages

1. Damages for non-completion

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages at the rate **0.25% of contract value per week** for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract value and the Bank may deduct such damages from any money due to the Contractor.

2. Penalty during Defect liability period and AMC period

This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Nature of Defect	Maximum Time period for full repair	Penalty after Maximum time period
a	Any defects resulting in total failure of the system	24 hours	₹2000/- per day
b	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	₹500/- per day
c	Mandatory Quarterly service is not done.		₹10,000/- per service

Any penalty during the DLP/AMC shall be recovered from any dues payable to the contractor or by invoking from the bank guarantee.

Annexure I Form of Tender

To,
Regional Director
Reserve Bank of India
Estate Department
New Delhi

Date:
Place:

Dear Sir / Madam,

Having read and examined the Notice Inviting Tender, General and Specific Conditions of Contract, General Rules and Instructions to Bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Price Bid and in accordance with all respects of the instructions in writing referred to in General and Specific Conditions of Contract, the Articles of Agreement, General rules and instructions to bidders, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

NIT No / e-Tender no.	2026_RBI_290315_1
Name of the Work:	e-tender: Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi
Estimated cost of the tender	₹10.66 lakh (Rupees Ten Lakh and Sixty-six Thousand only) including GST
Earnest Money Deposit (EMD)	₹21,320/- (Rupees Twenty-One Thousand Three Hundred and Twenty only)

Performance Bank Guarantee (PBG)	Performance Bank Guarantee for an amount equal to five per cent of Contract value from a scheduled bank
Time allowed for completion of the work	60 days from 14 th day of date of issue of work order

2. We agree to keep the tender open for the validity period specified in Section III (a) of the tender and not to make any modification in its terms and conditions during the validity period or any other renewed/extended period as agreed mutually.

3. A sum of ₹21,320/- (Rupees twenty-one thousand three hundred and twenty) mentioned as Earnest Money Deposit in NIT / SOT is hereby submitted in the form specified therein and its proof is uploaded in first e-cover on CPP portal. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Section IV(b), I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely. Further, if I/We fail to commence work as specified in Section III(a), I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money Deposit or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

6. I/We hereby declare that I/We shall treat the tender documents, and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the Contract so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. The details of our bankers as given as per the format 5A.

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 in the prescribed format as per Annexure III of this tender should be uploaded).

Signatures and addresses of witnesses

	Signature	Address
(i)		

(ii)		
------	--	--

Annexure II - Shortlisting / Eligibility Criteria Formats**Format 1 Basic Information (To be read with Item 1 of Section III(b))**

a)	Name of the Company/firm	
b)	Details of registration of the firm: whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.	
c)	Name and address of the Proprietor/Partners/ Directors of the Company	
d)	Registered Address of the Company/firm	
e)	Address for correspondence	
f)	Contact Person	
g)	Designation	
h)	Mobile no.	
i)	FAX/Tele-fax	
j)	e-mail id	
k)	GST Registration details and no.	
l)	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work	
m)	Was the bidder ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
n)	Has the bidder or any constituent partner in case of partnership firm,	

	ever abandoned the awarded works before their completion? If so, give name of the work and reasons for abandonment.	
o)	Has the bidder or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
p)	Has the bidder or any constituent partner in case of partnership firm, ever been convicted?	
q)	Whether the bidder is involved in frequent civil suit /litigations in the Contracts being executed now. If yes, please furnish the details.	

Sl no	Name of the work and Employer	Nature of work	Work order No and Date	Present stage of work	Value of Contract	Brief details of litigation
1.	2.	3.	4.	5.	6.	7.

Date:

Seal)

Authorized Signatory (With Name/Designation and

Format 2 PREVIOUS WORK EXPERIENCE (To be read with Item 3 of Section III(b))**List of important similar works executed by the Bidder / Firm**

Sl no	Name of similar work and location	Nature of work / items of work involved in the Contract	Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or Contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

--	--	--	--	--	--	--	--	--	--	--	--	--

Attach supporting documents

Date: Authorized Signatory (With Name/Designation and Seal)

Format 3 Works qualifying Eligibility (To be read with Item 4 of Section III(b))**Details of similar work/s (qualifying) completed during five years during the period September 01, 2021 to August 31, 2026**

Sl no	Name of similar work and location	Nature of work (brief description) of work involved in the Contract.	Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of Bidder's client who can be contacted by the Bank in case it is so needed).	Cost of work		Period of completion			Reason for delay if any	Whether work was left incomplete, or Contract was terminated from either side?	Litigation/ Arbitration, if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11

(The work/s costing equal or above the minimum value specified in eligibility criteria)

Date:

Authorized Signatory (With Name/Designation and Seal)

Format 3A: Client's CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR (On Client's Letter Head) (To be read with item 4 of Section III(b))

Name and address of the Client :

Details of Works executed by Shri /M/s :

S. No.	Name of Work	
1	Brief particulars of the work	
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 _____staff /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
	f) After sales Service	Outstanding/ Very Good/ Good/ Satisfactory/ Poor

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Format 4 FINANCIAL STATUS (To be read with item 5 of Section III(b))

Sr.no.	Details	Financial Year		
		April 1, 2023, to March 31, 2024	April 1, 2024, to March 31, 2025	April 1, 2025, to March 31, 2026
		₹ in lakh	₹ in lakh	₹ in lakh
1	Annual financial turnover certified by Chartered Accountant.			
2	Income Tax returns for the year			

Note:

Statement shall be supported by copies of audited financial statements/ accounts of the business of the Bidder duly certified by a Chartered Accountant and the Income Tax Returns for the years viz. 2023-24, 2024-25 and 2025-26.

Date: _____ Authorized Signatory (With Name/Designation and Seal: _____

Format 5 : FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On bankers' Letter Head) (To be read with Item 6 of Section III(b))

To,

Date:

Regional Director
Reserve Bank of India
Estate Department
6, Sansad Marg
New Delhi - 110001

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

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

For the bank with Name, Designation and Seal

Note:

1. Bankers' certificates should be on letter head of the bank, addressed to
Regional Director, Reserve Bank of India, Estate Department, 6,
Sansad Marg, New Delhi - 110001.
2. In case of partnership firm, certificate to include names of all partners
as recorded with the Bank

Format 5A: Details of Bidder's Banker (To be read with Item 6 of Section III(b))

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc.	
3	Type of Account and Account No.	
4	The period from which the service provider has been banking with the Banker	
5	Any other information which the service provider may like to furnish about its Bankers	
6	IFSC code of the Branch	

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Annexure III - Format for Power of Attorney for Authorized Signatory

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director

Estate Department

Reserve Bank of India

New Delhi

Dear Sir/Madam,

Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (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.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Bidder shall be irrevocable.

Annexure IV: Letter of Undertaking on Bidder's Letter Head

To,
Regional Director
Reserve Bank of India
Estate Department
New Delhi

Name of the bidder _____

Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions etc. contained therein and undertake myself/ourselves abide by the same.
3. I/We abide by the provisions of Code on Wages, 2019, the Industrial Relations Code 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020, Employer's Liability Act, 1938, Child Labour (Prohibition and Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.
4. I/We will pay the wages to the personnel deployed as per Code on Wages 2019 as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake that complete Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi as any other Points considered by our Agency.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No

Annexure V Undertaking regarding declaration of debarment by public institution(s)

(To be read with Clause 7 of Section III(a))

(To be submitted by the bidder on their letterhead)

Name of Work : Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi

Sir,

1. I/We (Name of the bidder) declares that
 - a) I/ We or any of our allied firm* or any of our partners/directors is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on(last date of submission of bid).
 - b) I/ We or any of our allied firm* or any of our partners/directors 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) I/we or any of our allied firm* is/ are not debarred by any procuring entity for violation of Public Procurement (Make in India) Order, 2017 as on(last date of submission of bid).
 - d) we will inform the Bank in writing, in case, I/we or any of our allied firm* or any of our partners/directors is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) or our partners/directors (Name of the partner / director) is/ are debarred / suspended / blacklisted by(Name and address of public

institution in India or any other country) and the same is effective up to(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

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

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

**Annexure VI Format for Undertaking on Legal Actions / Litigation / Arbitration
by the Bidder [On the Letter head of the Bidder]**

Date:

Regional Director
Reserve Bank of India
Estate Department
6, Sansad Marg
New Delhi - 110001

**Ref: Design, Supply, Installation, Testing and Commissioning (DSITC) of three
nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi**

Sir,

1. I/We (Name of the bidder) declare that no legal action(s)
have been / is being taken against us for any cause in any legal jurisdiction. /

1. I/We (Name of the bidder) declare that the followings
legal action(s) have been/ is being taken against us:

..... (detail of the legal action, project under consideration, legal authority involved
etc.)

However, we affirm that the above legal action does not affect our ability to deliver
the requirements of the Bank as per the Contract.

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

2. Further, we also declare that no cases of civil lawsuits / litigation /
arbitration etc. have been initiated in any in any of our executed projects.

2. Further, we also declare that the following civil lawsuits / litigation /
arbitration cases were/are initiated in our executed projects:

..... (Detail of the project and type of action etc.)

.....

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

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

Date:

Place:

Annexure VII: Proforma for Bank Guarantee in Lieu of Earnest Money Deposit

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

Place: _____

Date: _____

The Regional Director
Estate Department
Reserve Bank of India
New Delhi

Dear Sir,

Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi-**Bank Guarantee for Earnest Money Deposit**

Ref.: NIT/Advt.No. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (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 bidder shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Bidder) _____, (hereinafter called as "the 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 the RBI in respect of the said sum of ₹ _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Bidder 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 Bidder; 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 as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (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. 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 Bidder.

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 tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder 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 Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).

b) Our liability under these presents shall not exceed the sum of ₹ _____ (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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ (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.

Authorized 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).

ANNEXURE VIII: Proforma of Performance Bank Guarantee

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

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Estate Department
New Delhi

Dear Sir/Madam,

Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi– **Performance Bank Guarantee**

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to the RBI a Performance Guarantee 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 ₹. _____ as Performance Guarantee for due fulfilment of the terms and conditions of the Contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his/her 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 ₹ _____ (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 ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (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 the 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 ₹._____ (Rupees_____ only).

b) Our liability under these presents shall not exceed the sum of ₹._____ (Rupees_____ only) .

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

d) This guarantee shall remain in force upto_____ (60 days beyond the expiry of the Contract) 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 six months from expiry date of the Bank Guarantee 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)

Annexure IX – Draft Articles of Agreement

ARTICLES OF AGREEMENT made at New Delhi on this _____ day of _____ 2026 between the Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called “the Bank”) of the one part and (hereinafter called “the CONTRACTOR”) of the other part.

WHEREAS the Bank intends to engage a Contractor for “Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank’s Main Office Building, New Delhi” and has caused specifications describing the work to be done [as detailed in Tender Documents (Sections I to VI, Annexures, and amendments thereof)].

AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Sections I to VI, Annexures, and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Sections I to VI, Annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as “the said Conditions”) the works described in terms and conditions and included in the scope of work as stated in the Tender Documents (Sections I to VI, Annexures and amendments thereof) 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”).

A) NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. Definitions** - In this Agreement, unless there is anything repugnant to the subject or context:
 - i. “Agreement” means the agreement signed between the Contractor and the Bank for the execution of the work.
 - ii. “Site” means Main Office Building, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001

- iii. “Work” means “*Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank’s Main Office Building, New Delhi*”
- iv. “Tender document” shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.
- v. “Day” shall mean Calendar Day
- vi. “Working Day” shall mean days when the Bank’s office is working *i.e.*, Days excluding public holidays, Saturdays, and Sundays.
- vii. “Month” shall mean the calendar month.
- viii. “Year” shall mean Financial Year
- ix. “Bidder (s)” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
- x. “The Contractor” shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- xi. “The Authorized representatives of the Bank” means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.
- xii. The Engineer-in-charge means the Engineer in the rank of officer employed and paid by the Bank and acting under the orders of the Bank who shall be in-charge of the work.
- xiii. Bank’s Engineer / The Authorized representatives of Engineer-in-charge means the Engineer officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge
- xiv. “Contract Amount” shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.
- xv. “Notice in writing or written notice” shall mean a notice in written, typed, or printed characters sent (unless delivered personally or 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 and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.

xvi. "Writing" includes any written paper document, e-mail correspondence and any electronic message.

xvii. "Commencement of work" shall mean the date specified in the work order.

2. In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular only include the plural and vice versa.

3. **Signing of Contract Agreement:** On receipt of intimation from the Bank regarding acceptance of the Tender, the Contractor shall be bound to implement the Contract from the date specified therein. The Contractor shall sign an agreement in accordance with the extant provisions. The Contractor shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Delhi/ New Delhi. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the Contractor shall devolve on the Contractor and the Bank shall be entitled to recover the amount from the Performance Bank Guarantee (PBG) or from the bills raised by the Contractor. Where the PBG is utilized for the said purpose, the Contractor shall immediately refurnish a fresh PBG. Failure to do so may amount to breach of the agreement and consequences thereof shall follow. This agreement covers the entire contract period of work execution, warranty / defect liability period of one year and 2 years of CAMC. There will not be requirement for entering into fresh agreement at the time of renewal of rates during CAMC.

4. **Defect Liability Period (DLP) and Annual Maintenance Contract (AMC):**

- (i) The equipment/system supplied shall be guaranteed against any manufacturing/design/ installation defects etc. for at least a period of **one year** (defect liability period/ DLP) from the date of handing over of the equipment/system to the Bank. Further,

- (ii) The system is also required to be maintained under annual maintenance contract (AMC) for further period of **2 years after one year of DLP (Defect Liability Period)**.
- (iii) Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the contractor free of cost. This includes consumable, yearly replacement of hydraulic oil and hose pipes etc.
- (iv) During this period (DLP & AMC) servicing at not less than four servicing (cleaning of DFMDs and its control panels and all accessories connected to it and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.
- (v) Contractor shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.
- (vi) The quoted rate for the service contract shall be valid for a period of one year after expiry of guarantee period / DLP i.e. one year from the date handing over the system.
- (vii) The AMC payment shall be made on **quarterly basis** on rendering satisfactory service. The service contract rate shall also consider all the cost, including travel cost from the nearest service station, all parts, consumable required to run the system.
- (viii) The amount of service contract shall be renewed for an additional period of at least 1 years (after one-year of AMC on quoted rates). While renewing the contract amount will be arrived at based on following formula.

$$A_C = A_P \{10+65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

A_C The contract amount for the current year (excluding taxes)

A_P The contract amount for the previous year (excluding taxes)

- EPI_C Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year
- EPI_P Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year
- CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year
- CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

5. Contract Period:

This agreement will come into effect from date specified in the Work Order and to be completed within 60 days from 14th day of issue of workorder, unless earlier terminated in accordance with the termination clause. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties.

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from 14th day of date of issue of work order and to complete the entire work within 60 days subject nevertheless to the provisions for extension of time.

6. In consideration of the said Contract Amount to be paid 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 scope of work.
7. The Bank shall pay the Contractor the Contract Amount or such other sum which shall become payable at the times and in the manner specified in the said Conditions.

8. The said Conditions and the correspondence attached hereto 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 the correspondence and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.
9. The specifications, agreements and documents mentioned herein shall form the basis of this Contract.
10. This Contract is neither a fixed Lump Sum Contract nor a piece work but is to carry out the work in respect of provision of “Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank’s Main Office Building, New Delhi” to be paid for at the rates quoted by Contractor in the Price Bid of the Tender (Part II).
11. The Contractor shall carry out all works as stated in the tender documents and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages to the property etc.
12. The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
13. **Performance Bank Guarantee (PBG):** The Contractor shall submit an irrevocable Performance Bank Guarantee from a Scheduled Bank as stated in the said Conditions for successful execution of the Contract.

B) SERVICES TO BE RENDERED BY THE CONTRACTOR

The contractor shall provide work as mentioned in Section IV(a) of the tender document

C) Statutory Compliance-

(i) The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz.

a) Code on Wages, 2019

- b) Industrial Relations Code, 2020
 - c) Code on Social Security 2020
 - d) Occupational Safety, Health and Working Conditions, 2020 (including obtaining labour license)
 - e) Employer's Liability Act, 1938.
 - f) Child Labour (Prohibition and Regulation) Act, 1986.
 - g) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
 - h) and/or any other act / law as applicable.
- (ii) The personnel provided, shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract.
 - (iii) The Contractor should be registered with the concerned authorities of Labour Department under OSHWC Code, 2020 and Delhi Works Contract Act (wherever applicable).
 - (iv) The Contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under OSHWC Code, 2020 etc. at his/her own cost. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose.
 - (v) The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

D) Subletting of Work: The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Bank, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.

E) Insurance:

- a. The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.
 - i. Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk.
 - ii. Employees' Compensation Policy for all employees deployed at site.
 - iii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details:
 - 1) For injury to persons – ₹5 lakh per person per accident
 - 2) For damage to property – ₹2 lakh per accident for a ceiling of ₹25 lakh (1&2) per annum.
- b. All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work). For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.
- c. The insurance policies must remain valid for the entire period of Contract (including CAMC).
- d. If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.
- e. If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.
- f. Copy of the insurance policy is to be submitted to the before commencement of work (within 14 days of award of work), failing which the Bank reserves the right to terminate the Contract.
 - a. Time allowed for submission of insurance policy from the date of award of work – 14 days.

- b. Maximum allowable extension of time for submission of insurance policy beyond the period specified in (i) above without penalty – 7 days.
- c. Maximum allowable extension of time for submission of insurance policy beyond the period specified in (ii) above with late fee @ 0.1 per cent of the amount of insurance policy per day – 7 days.
- g. The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.

The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.

F) Indemnity Clause:

- 1. The Contractor shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:
 - i. Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or
 - ii. Non-performance of the terms and conditions of the Contract; or
 - iii. Breach of the representations and warranties made by the Contractor; or
 - iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor.
- v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.

- vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Code of Social Security, 2020 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.
2. The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

G) Non-disclosure: The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract 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.

H) Prevention of Sexual Harassment at Workplace

- a) The Contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who 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 employee of the Contractor, for instance any monetary relief to the 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.

I) Termination of the Contract

Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by giving notice in writing shall determine the Contract in any of the following cases:

- (i) If the Contractor has abandoned the Contract.
- (ii) If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank’s notice to proceed or has failed to proceed with 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.
- (iii) 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'

- (iv) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this 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.
- (v) If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelisation etc. or commits breach of the Agreement.
- (vi) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/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 made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.
- (vii) If the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.
- (viii) If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.
- (ix) If the Contractor assigns or sublets this Contract without the prior written consent of the Bank

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the

Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Bank and the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.

b) Termination of Contract by Contractor - If this payment of the amount payable by the Bank 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 Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contract, or if the works be stopped under the order of the Bank 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 Bank, and he shall be entitled to recover from the Bank, 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.

c) Termination of Contract in case of death of Contractor

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without any liability for such termination and compensation to the Contractor.

J) Force Majeure: Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event. Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

K) Dispute Resolution Clause –

- (a) If a dispute of any kind arises between the Bank and the Contractor in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. The Bank may constitute an internal Dispute Resolution Committee (DRC), for the purpose of resolution of dispute.
- (b) If an amicable settlement is not forthcoming within the aforesaid period, then the unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through

‘fast track procedure’ laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.

L) Jurisdiction of Court: All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.

M) Failure to Exercise the Bank’s rights-

Any omission on the part of Bank at any time to exercise any of its rights under the terms of engagement of the Contractor shall not be deemed to amount as waiver on the part of Bank of its rights and in no way impair or affect the validity of the terms and the privilege of Bank to enforce its rights at any time subsequently.

N) Tenancy Rights -

Nothing herein contained shall be construed to create any tenancy in favor of the Contractor or his/her/its persons and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the Contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the Contractor for due execution of the Contract and evict its personnel. The persons failing to vacate the premises will be treated as trespasser and will be liable to be evicted and prosecuted.

O) Other conditions –

a. To ensure effective implementation of this Contract, the Regional Director or an Authorized Representatives of the Bank shall issue instructions, either orally or in writing to the Contractor and such instructions shall be deemed to be a part and parcel of this Contract and shall be binding on the Contractor. In all matters relating to or incidental to this Contract, if there arises any doubt or dispute or disagreement, the

decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.

b. The Contractor shall provide at his/her cost everything necessary for the proper execution of the Contract according to the intent 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 he/she shall immediately and in writing refer same to the Regional Director, Reserve Bank of India, New Delhi who shall decide thereupon. The decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.

c. The Contractor shall not be entitled to any compensation for any loss suffered by him/her 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/her or in any Subcontract connected therewith or delays in awarding Contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

d. If, at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he/she did not derive in consequence of the foreclosure of the whole or part of the works.

e. If the Contractor after receipt of written notice from the Bank requiring compliance immediately, fails to comply with, the Bank may engage 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 Bank and the same may be deducted from any moneys due to the Contractor.

f. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/ its Authorized Representatives. Subsequently, the Contractor shall review the work assigned from time to time with the permission of the Bank, for further streamlining their systems.

g. Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract elsewhere with the Bank pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Bank will be kept withheld or retained as such by the Bank till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For this clause, where the Contractor is a partnership firm or a limited company, the Bank shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his/her individual capacity or otherwise.

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

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

If the Contractor is a partnership or an individual.

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

If the Contractor is a company.

Signature Clause

SIGNED AND DELIVERED by the Reserve bank of India by the hand of
Shri

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at

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

the meeting held on _____
in the presence of

(1)

(2)

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

(1)

(2)

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

SIGNED AND DELIVERED BY the Contractor
by the hand of Shri
_____ and
duly constituted attorney.

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

Annexure X- Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

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

Regional Director
Estate Department
Reserve Bank of India
New Delhi.

Name of Work:

I/We (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019- PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, GoI 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)
- a. Is not from a country sharing land border with India, or
 - b. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - c. Is from a country sharing land border with India where Government of India has extended lines of credit, or
 - d. Is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable)

3. I/ We further certify that (Name of the 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 the 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 / Certification / submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Date:

Signature and name of the authorized

Place:

signatory of the Bidder with stamp

Annexure XI - Letter of Undertaking for CAMC

The Regional Director
Estate Department
Reserve Bank of India
New Delhi – 110001

Dear Sir,

Name of Work: “Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank’s Main Office Building, New Delhi” - Undertaking for CAMC

I, on the behalf of (company Name) _____, hereby declare that our firm/company have suitable arrangement in place for rendering Annual maintenance contract services as per contract agreement. We undertake that any defect in the Multi-zone DFMDs supplied, installed, and commissioned by us in your office at New Delhi, which leads to complete failure of the system, will be rectified by us within the stipulated period, failing which, we will be liable to pay penalty as specified in the tender document.

The details of arrangement for rendering AMC services and rectifying the defects during contract period is mentioned below:

Date

Place

Yours faithfully,

Name and signature

Designation

Seal of the firm

Annexure XII – Letter of Undertaking - Declaration by OEM

(to be submitted on letter head)

The Regional Director

Estate Department

Reserve Bank of India

New Delhi – 110001

Dear Sir,

Name of Work: E-tender: Design, Supply, Installation, Testing and Commissioning (DSITC) of three nos. of Multi-zone DFMDs for Bank's Main Office Building, New Delhi"
- Declaration by OEM

We, M/s _____ (Name of the OEM) having registered office at _____ (address of the OEM) by virtue of being original equipment manufacturer for _____ (Name of the product/s), hereby authorize M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) to submit quote, supply, install and provide after sales support for Multi-zone DFMDs quoted by them to meet the above mentioned tender requirements.

We hereby confirm and extend our warranty services during defect liability period of one year and annual maintenance contract period of 2 years as per tender clause for the product offered by the above firm against and duly authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation of total 3 years as required by the contract.

We also assure you, that we will continue to provide all type of support as per contract agreement for rendering AMC services for a period of 2 years plus one-year DLP (Defect Liability Period) through any other authorized dealer for same terms and condition in case the above-mentioned authorized dealer fails to provide after sale services; failing to which the bank reserves the right to blacklist our firm. The undersigned is authorized to issue such authorization on behalf of M/s _____ (Name of the OEM).

For M/s _____ (Name of the OEM)

Signature & company seal

Part - II

Financial / Price Bid

Time and Date of Opening of Part-II: Price Bid	To be notified later
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Note – Rates to be quoted in online mode only, at CPP portal.

Un-Price Bid

Design Supply, installation, testing and commissioning of three nos. of Multi-zone DFMDs for Bank's Main Office building at RBI, New Delhi

Sr. No	Description of items	Qty.	Unit
1	Capital Cost		
1.1	Supply of Multi-zone DFMDs with accessories as per specification in tender Part-I. The price is inclusive of all taxes, transportation to site, cost of insurance etc.	03	set
1.2	Installation, testing and commissioning of DFMDs as specified at sr. no. 1. The price is inclusive of all taxes, labour charges, cost of insurance etc.	03	set
2	Rebate / Buyback		
2.1	Rebate of old DFMD including all accessories. The price is inclusive of all taxes etc.	03	set
	Total (1.1+1.2-2)		
3	Comprehensive AMC		
3.1	Comprehensive AMC charges in Rupees per annum after completion of defect liability period including all taxes as mentioned in tender Part I	03	set

Total Cost of Ownership = Capital Cost (1.1+1.2) – rebate of old units (2) + 1.7417*AMC charges (3)

Notes –

- (i) The bidders are advised to visit the site to acquaint with the site conditions / understand the scope of work prior to submit their Price Bid.
- (ii) All the terms and conditions as mentioned in Technical Bid (Part-I) will be part and parcel of the Price Bid. Therefore, the bidders are advised to quote their rates accordingly.

Place

Date

Signature with seal