



Section-I

Notice Inviting E-Tender (NIT)

Providing Advance Life Support (ALS) Ambulance Services at Reserve Bank of India Kolkata Regional Office

The RBI, Kolkata Regional Office invites open E-tender in two parts for captioned services. The estimated cost of the services is ₹30,00,000/- (Rupees Thirty Lakh only) approximately and is to be rendered for 15 months.

2. Eligibility Criteria: Section III (Clause 4)

3. The e-tender will be hosted by **Central Public Procurement Portal (CPPP)** <https://etenders.gov.in/eprocure/app> as third party on behalf of Reserve Bank of India (hereinafter called the Bank). Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPPP and procedure of e tendering has been attached at **Annexure II**. E-Tender shall be submitted online in two parts. Part I of the e-tender will contain the standard technical and commercial conditions for the proposed services/work and Part II of the e-tender will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is an e-tender bid, and the bidders are not required to be present for opening.

4. The Bank is under no obligation to accept the lowest bid and reserves the right to accept any tender either in whole or in part. The Bank reserves the right to reject any or all tenders at its sole discretion, without providing any reason therefor.

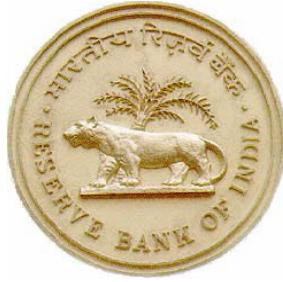
5. The Bank reserves the right to issue addendum / corrigendum/ minutes/ pre-bid meeting, which shall be published solely on the official website of RBI and CPPP. Such updates shall form an integral part of the tender document, and no separate notification will be sent to the individual bidders. It is the sole responsibility of the bidder to monitor these portals for any amendment/s.

6. The schedule for the tender (SOT) is as follows

i.	E-Tender No.	2026_RBI_292975_1							
ii.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://etenders.gov.in/eprocure/app)							
iii.	Estimated Cost	₹30,00,000/- (Rupees Thirty Lakh only)							
iv.	Time period for rendering the services	15 months							
v.	Earnest Money Deposit (Only through NEFT/Demand Draft/Bank Guarantee)	₹60,000/- (Rupees Sixty Thousand only) a) NEFT <table><tr><td>Beneficiary account no:</td><td>186003001</td></tr><tr><td>IFSC:</td><td>RBIS0KLPA01 (Numeric Zero at 5th and 10th place from left)</td></tr><tr><td>Beneficiary name:</td><td>Reserve Bank of India, Kolkata</td></tr></table> b) Demand Draft/Bank Guarantee: In favour of Reserve Bank of India to be delivered in physical form at: Reserve Bank of India 15, Netaji Subhas Rd, Fairley Place, B.B.D. Bagh, Kolkata, West Bengal- 700001 Note: There is no exemption to MSME/UDYAM registered Vendors from the payment of EMD. The proof of having remitted EMD is to be uploaded on CPP portal and a confirmation mail with necessary details to be mailed at ceskolkata@rbi.org.in; rajarshiadhikari@rbi.org.in; vungtheiching@rbi.org.in; and SujataRai@rbi.org.in; on or before EOD of November 16, 2026 (Monday).		Beneficiary account no:	186003001	IFSC:	RBIS0KLPA01 (Numeric Zero at 5 th and 10 th place from left)	Beneficiary name:	Reserve Bank of India, Kolkata
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Beneficiary name:	Reserve Bank of India, Kolkata								
vi.	Date of availability of E-Tender Document for download on CPP portal /RBI website	October 05, 2026 (Monday) (6 PM onwards)							
vii.	Starting date of e-tender for submission of Part I	October 05, 2026 (Monday) (6 PM onwards)							

	(Techno-Commercial Bid) and Part II (Price Bid) at	
viii.	Date and time of Pre-bid meeting	November 02, 2026 (Monday) (3 PM) at RBI Kolkata Regional Office
ix.	Date of Publishing minutes of Pre-bid meeting on RBI website/CPPP	November 04, 2026 (Wednesday)
x.	Last date and time of submission of EMD	November 16, 2026 (Monday) (till 11 AM)
xi.	Last Date and time of submission of Tender	November 16, 2026 (Monday) (up to 12 PM)
xii.	a. Date and Time of opening of Part I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	November 17, 2026 (Tuesday) (12 PM onwards) Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions. The eligible bidders will be informed separately through email
xiii.	Name of officers regarding any clarification on this tender /forwarding the detail of EMD etc.	Name: Shri Rajarshi Adhikari, AGM Email: rajarshiadhikari@rbi.org.in Mobile Number: 8114535121 Name: Ms Vungtheiching, Manager Email: vungtheiching@rbi.org.in Mobile Number: 8800540624 Name: Ms Sujata Rai, Assistant Manager Email: SujataRai@rbi.org.in Mobile Number: 8299382122

Regional Director
Reserve Bank of India
Kolkata



**Reserve Bank of India
Central Establishment Section
Kolkata Regional Office**

E-Tender/bid for

**Providing Advance Life Support (ALS) Ambulance Services
at Reserve Bank of India Kolkata Regional Office**

Part – I

(Techno commercial bid)

(E-Tender No: 2026_RBI_292975_1)

**Regional Director
Reserve Bank of India
Kolkata**

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Section-I

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Regional Director
Reserve Bank of India
Kolkata

Section II
Form of Tender

The Regional Director
Reserve Bank of India
Kolkata

Madam/Dear Sir,

Having examined the documents relating to the services/works specified in the tender document and having acquired the requisite information relating thereto as affecting the Tender, I/we hereby offer to execute the services/works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached bill of Quantities and in accordance in all respects with the specifications, and instructions in writing referred to in Conditions (General and special) of Tender, Articles of Agreement, special condition of contract, general condition of contract hereinbefore referred to, specifications, data sheet and Bill of quantities and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Name of services/works	Providing Advance Life Support (ALS) Ambulance Services at Reserve Bank of India Kolkata Regional Office
(b)	Estimated cost	₹30,00,000/- (Rupees Thirty Lakh only)
(c)	Payment Terms	As per clause 2 of Section IV of tender
(d)	Earnest Money Deposit	₹60,000 (Rupees Sixty Thousand only)
(e)	Performance Bank Guarantee	As per clause 14 of Section V of tender
(f)	Contract Period	As per clause 7 of Section IV of tender

2. We also agree that our tender will remain **valid for acceptance by RBI/the Bank for 90 days** from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the **Bank Guarantee /NEFT towards earnest money deposit**

(EMD) valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma ([Annexure VII](#)).

3. Should our Tender be accepted; we hereby agree to abide by and fulfil all the terms and conditions of the Tender. In the event of any default on our part, we acknowledge the Bank's right to forfeit our Earnest Money Deposit [EMD] and agree to pay the Bank or its successors, or assignees or nominees, any such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. We acknowledge that you reserve the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason therefor. If we fail to execute the Contract when called upon to do so, we hereby agree that EMD deposited shall be forfeited by the Reserve Bank of India.
5. We hereby declare that we shall treat the tender documents and other records connected with the work as secret/confidential documents. We undertake not to communicate any information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same nor shall we use the information in any manner that could be prejudicial to the safety, security or interests of the Reserve Bank of India.

Dated thisday of 2026.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed as per format [Annexure I](#).)

Section III

A. General Instructions to Bidders

1. **Name of the Service:** This is an open e-tender enquiry in two parts i.e. Part I (Techno Commercial) I and Part II (Price bid). Only those bidders who are qualified for the services/work as per pre-qualification/eligibility criteria stipulated in the tender are eligible to participate in this tender.
2. **Brief Scope of services/work:** A brief scope of the services/work is as below:
Providing Advance Life Support (ALS) Ambulance Services at Reserve Bank of India Kolkata Regional Office. However, detailed scope of the services/work is mentioned at **Section IV** of this tender.
3. **E-Tender on CPPP:** The procedure for e -tendering has been detailed at [Annexure II](#). The details of firms required to be furnished in format specified at [Annexure III](#). The estimated cost of the services/work with completion period has been mentioned in Section I.
4. **Eligibility Criteria:** Firm must have fulfilled following eligibility criteria.
 - 4.1 **Duration of past experience:** The Vendor shall have minimum 5 years of experience of executing similar works during the last 7 years with at least one Government / Semi-Government / Public Sector / reputed Private Sector organization within the last seven years. Bidder should furnish their Client list showing the details of services/work carried out by them during the last 7 years. The list shall include details such as Name of the Client, Value of services/work executed, Date of Start and Finish of the services/work, Reasons of delay, if any, etc. The bidder should submit documentary evidence in support of minimum experience of 5 years.

and

4.2 Minimum value of each completed services/work (qualifying):

Experience of having successfully completed similar services/works during last 5 years ending last day of month previous to the one of which tenders are invited should be either of the following:

- i. Three similar completed services/works each costing not less than the amount equal to ₹3,00,000 i.e., 10% of the estimated cost.

or

- ii. Two similar completed services/works each costing not less than the amount equal to ₹4,50,000 i.e., 15% of the estimated cost.

or

- iii. One similar services/work costing not less than the amount equal to ₹6,00,000 i.e., 20% of the estimated cost.

* **Similar services/work:** providing ALS ambulance service

and

4.3 **Yearly turnover:** ₹12,00,000 (Rupees Twelve Lakh) or more during the last three financial years ending 31st March 2026, 2025 and 2024.

and

4.4 **Solvency:** Should furnish solvency certificate issued by the bidder's banker, specifically for the purpose of the services/work, for an amount equal to the estimated cost of the services/work.

and

4.5 **Service setup:** Full-fledged service setup should be available for the specified job at Kolkata.

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

i.	Details of bidder	Full particulars (whether Bidder is an individual, or a partnership firm, or a company etc.) of the composition of the firm of bidders in details should be uploaded along with name(s) and address (es), of the partner's copy of the
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		Articles of Association/ Power of Attorney/other relevant document. Refer: Annexure I & III
ii.	Services/work experience & Completion of similar services/works of specified value during the specified period	(i) Bidder should fill up the information in Annexure IV annexed hereto indicating client-wise names of Similar Services awarded and actual cost(s), completion date stipulated in Contract and actual date of completion, etc. and should submit along with the documentary evidence as proof of work experience of completed Similar Services viz. providing ALS ambulance service a) Copies of detailed services/work order/s and agreement, indicating date of award, Contract amount, scope of the services/work/services, time given for completing the services/work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar services/work/s issued by the client(s). For services/works executed for government /public sector companies and copies of services/work order, agreement, services/work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for services/works executed for private companies. (ii) The details along with documentary evidence of previous experience, if any, of carrying out services/works for the Reserve Bank of India at any other office should also be given.
iii.	Credit worthiness of the bidder and their turnover during the specified period	Income Tax Assessment Orders along with the latest final accounts of the business of the firm duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.

iv.	Service setup	Certificate /any other valid document in support of having a full-fledged service setup at Kolkata should be enclosed. (Annexure III)
v.	Client certificates	In the format Annexure V from each client.
vi.	Solvency/ Banker Certificates	In the format of Annexure VI

4.7 Bidder, intending to apply, will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility. The bank reserves the right to reject the candidature of any bidder who fails to do so. While the Bank retains the right to request clarification or missing administrative certificates and independently verify them, any document found to be fabricated, forged, or altered will lead to immediate rejection of the bid and potential debarment.

4.8 The Bank shall obtain reports on the past performance of the bidders from their clients and bankers alongside validating submitted solvency certificates. Evaluation of the said reports shall be completed before opening of the Part – II of the tenders. If any bidder is not found to possess the required eligibility at any stage of the process, or if his performance reports received from his clients/bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part - I of the tender. Consequently, his Part II bid will not be opened and the EMD shall be returned to him in its original form. The Bank is under no obligation to assign any reason for such actions.

5. **Tendering Process:**

- i. The tenders for the above services/work in **two parts** i.e., **Part I** containing commercial-technical bid of captioned tender, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part II** containing only rates need to be uploaded at CPP portal as per NIT.
- ii. Part I of the tender will be opened at the date and time mentioned in the NIT.
- iii. Part II of the eligible bidders will be opened on a subsequent date under intimation to all the bidders. The detail evaluation criteria are mentioned in **Section III(A)**.

Note: All the information/Annexures called for, shall be complete in all respects and to be uploaded in CPP portal with supporting documents. Information furnished on sheets other than those supplied may not be considered. However, the bidders can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered.

6. **Earnest Deposit Money (EMD):** Intending bidders shall pay as Earnest money deposit a sum mentioned at Section- I of NIT by way of NEFT to the Bank or by a Demand Draft drawn on any scheduled commercial bank in favour of Reserve Bank of India payable at Reserve Bank of India, Kolkata Regional Office. Alternatively, the bidder may also furnish an irrevocable Bank Guarantee/eBG from any scheduled commercial bank for an equivalent amount towards EMD in the proforma enclosed ([Annexure VII](#)). The Bank Guarantee submitted towards EMD shall remain valid minimum up to 90 days from the last date of submission of tenders. The proof of NEFT/DD/Bank Guarantee details should be uploaded along with technical bid / Part I and also to be sent by email as mentioned in NIT. No interest shall be paid on EMD. A tender, which is not accompanied by EMD in the form as mentioned above, shall be treated as non-responsive, and will be summarily rejected by the Bank.

- i. The EMD of the unsuccessful bidders shall be returned after award of services/work to the successful bidder. The EMD of the successful bidder shall be returned after submission of requisite Bank Guarantee towards security deposit for completion period extended up to defect liability period.
- ii. EMD shall be forfeited if the Bidder:
 - a) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
 - b) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
 - c) has been blacklisted by any Government agency and the blacklisting is in force as on date of notice inviting the tender.
 - d) withdraws bid after opening of the price bid.
 - e) fails to commence the services/work awarded within the prescribed time limit.
 - f) fails to sign article of agreement within 14 days after issue of services/work order.

7. **Pre-bid Meeting:** A pre-tender briefing meeting of the bidders will be held November 02, 2026 (3 PM) at Reserve Bank of India, Kolkata Regional Office, to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. Further, non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- i. All communications regarding points requiring clarifications shall be given in writing/email to the address mentioned in NIT by the eligible bidders one day before said meeting.
 - ii. All firms are required to attend the Pre-bid meeting in order to get clarification on any issue related to the tender from the Bank. No request for change in date of Pre-bid meeting will be entertained thereafter. If a firm does not attend the Prebid meeting, no clarification in future will be entertained and Minutes of Pre-bid meeting shall be binding on them.
 - iii. Inclusion/submission of any deviations in the tender conditions in Part I of the tender after Pre-bid meeting may be liable for rejection.
 - iv. The minutes of Pre-bid meeting and corrigendum/modification/addendums issued regarding bidding process, if any, will be hosted on the Bank's website and CPPP only and shall not be published in any Newspaper.
8. **Validity:** Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening Part I of the Tender. This period may be extended by mutual agreement in writing and the bidder shall not cancel or withdraw the tender during this period.
9. **Language:** The Tender form shall be filled 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. **Rates in price-bid (Part II):** All the payment will be made in Indian Rupee (₹)
- i. The rates quoted shall be firm and shall not be subjected to variations in exchange rate, duties, local levies, GST, custom duty, excise duty, octroi, import/export license

fee or any other taxes/ duties imposed by state/ local bodies and shall remain valid during the currency of the contract.

- ii. The running distance criterion of 1000 KM shall not include the daily onward and return journey for reporting to and release from duty by the ambulance. The quoted rate shall be inclusive of the same.
- iii. The rate quoted shall be all inclusive, including wages of the Driver and Paramedic (which should not be less than the minimum wages prescribed by the statutory authorities), statutory expenses like PF, ESI, bonus, leave wages, holiday wages, weekly off wages, uniform expenses etc., and any other incidental charges to meet the requirement of the contract and, tyres, tools, maintenance charges, Road tax, Insurance, depreciations, Mobile Phone charges, Government Taxes and modifications to keep the ambulance fit to meet requirement of the contract.
- iv. Toll Tax incurred during both on duty and off duty shall be borne by the Vendor.
- v. Kilometres done in a particular month in excess/ less than the minimum offered 1000 KM will be carried forward to next month and the same will be set off in the end of that particular quarter by regulating the payment. Fresh accounting will be made for each subsequent quarter for the purpose of payment.
- vi. GST on the base rate if applicable shall be paid by the Bank provided the invoice should clearly indicate the details of the same.
- vii. The rates/ quotes in the Financial Bid shall be firm and final. Any variation in Basic Rate or Rate quoted for extra kilometres during the contract period due to any changes in any laws or hike in the rate of the Fuel shall not be allowed. The rate quoted shall remain valid throughout the currency of the contract.

11. **Successful bidder:** as per evaluation criteria mentioned at Section III (A) .

12. **Article of Agreement:** On receipt of formal intimation/ letter of Award/work order of the acceptance of his/their tender from the Bank, the successful bidder shall be contractually bound to sign/execute an **Article of Agreement** (as per format [Annexure VIII](#)) within 14 days from the date of issue of work order. The agreement should be executed on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be borne entirely by the bidder.

If the successful bidder fails to sign and execute the formal Article of Agreement within 14 days from the date of issuance of the work order/Letter of Award, such failure shall constitute a breach of the tender conditions. In such an event, the Bank reserves the absolute right to:

- i. **Cancel the award** of the contract.
- ii. **Forfeit the Earnest Money Deposit (EMD)** absolutely, without any notice or financial liability to the bidder.
- iii. **Blacklist or debar** the bidder from participating in future tenders of the Bank for a specified period.

13. **Debarment/court case:**

i. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988 (as amended in 2018); or (b) Bharatiya Nyaya Sanhita, 2023 (BNS) (Indian Justice Code, 2023, IJC) 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. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in [Annexure X](#).

ii. The bidder shall submit the undertaking on declaration of debarment as per the [Annexure XII](#).

Section III (A) Evaluation Criteria

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (A) after opening the first 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 first e-cover i.e., Part I (Techno-Commercial Bid). The Techno-Commercial Bid (Part 1) shall be opened first and evaluated to determine responsiveness and completeness to the eligibility criteria. Any clarification / rectification in case of deviations, in the technical bids at this stage, will be called for in writing by email or letter. Failure to submit the same within the specified time limit may result in rejection of the bid. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents/certificates and independently verify these certificates. Bidders must also ensure that all uploaded files are readable and uncorrupted. If any uploaded document is unreadable, corrupted, or otherwise inaccessible to the Bank, the Bank shall bear no liability or responsibility, and reserves the right to reject the bidder's candidature without further consideration. The Vendors who qualify in Technical Evaluation will be shortlisted for Financial (Price Bid) evaluation. The decision of the Bank in this regard shall be final and binding on the Vendors
3. Price bids submitted by bidders who do not meet the technical eligibility criteria will not be opened. Notification of their disqualification will be communicated to them.
4. The second 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. Opening of Part II shall be intimated to the qualified/ eligible Vendors.
5. The evaluation formula of price bids shall be as follows:

$$L1 = \frac{\text{Basic Hiring Charge/ per ambulance/ per month for ALS ambulance for running distance up to 1000 KM (Excluding GST) X 0.9}}{1000} + \text{Rate per KM beyond 1000 KM X 0.1}$$

6. The bidder with the lowest price (L1) shall be considered for the Award of Contract and called successful bidder.
7. The e-Tender shall remain valid for 90 days from the date of opening of Part I of the e-Tender.

Section IV
General Conditions of Contract

Interpretation Clause

In construing these Conditions, the Scope of services/work, Specifications, Bill of quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

i.	“RBI”	Shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai– 400001 and having its Regional Offices at various places.
ii.	“Bank”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
iii.	“Tender document”	Shall mean document named as such issued by the Bank to the Vendors inviting Bids for the Project.
iv.	“Bidder”	who submits the bids/tenders. It may be partnership firm, individual firm and a company. Legal representatives of a deceased partner.
v.	“Vendor “	“Vendor” is the successful bidder who has been officially awarded to execute the services/work. It may be partnership firm, individual firm or a company. Legal representatives of a deceased partner.
vi.	“Contract”	Shall mean and include all the sections of the tender document, corrigendum, corresponding letters, services/work order, Articles of Agreement, and minutes of Pre-bid meeting, etc. attached hereto and duly signed.
vii.	“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 to have been received when in the ordinary course of post it would have been delivered. The communication delivered by any accepted electronic means shall also be deemed to be notice in writing.
viii.	“Act of Insolvency”	Shall mean any Act of Insolvency as defined by the Insolvency and Bankruptcy Code (IBC), 2016 or any amendments thereto.

ix.	“Rate”	The rate mentioned in Part II of the tender hosted on at CPPP.
x.	“The services/works”	Shall mean name of the tender mentioned in the NIT.
xi.	Day/Month/Year	Shall mean Calendar Day/month/year
xii.	Services/working Day	Shall mean the days when the Bank is services/working i.e. Days excluding Public holidays, Saturdays and Sundays
xiii.	Contract Price or Contract	Amount shall mean the total amount as calculated from quoted unit rates by the successful vendor and as accepted by the Bank and indicated in the letter of award of services/work.
xiv.	Contract Period	Shall mean the period specified in the tender document for execution of the contract/ completion of the services/work, including any authorized period extended period by the Bank.
xv.	Contract Agreement	Shall mean the agreement signed between the Bank and the Vendor for the execution of the contract.

1. Scope of work

- i. The Vendor should provide One (1) fully equipped Air-Conditioned Advance Life Support Ambulance on retention basis for a duration of 08 hours (09:30 AM to 05:30 PM) daily from Monday to Friday on Contract basis to Bank’s Office at Reserve Bank of India, Kolkata Regional Office, for utilization as per the Bank’s requirement.
- ii. The Vendor shall station the ambulance along with Driver and Trained Paramedic at a designated place as decided by the Bank. Parking slot for the ambulance shall be provided by the Bank.
- iii. The Bank shall enter into a contract with the successful Vendor(s) for a period of 15 months, i.e., from January 01, 2027 to March 31, 2028, as per the contract agreement format provided at [Annexure VIII](#). The contract shall be extendable for a

further period of two years, one year at a time, at the sole discretion of the Bank, subject to satisfactory performance of the Vendor and mutual consent.

- iv. The Bank reserves the right to increase or decrease the required number of ambulances on actual requirement basis as per the terms and conditions agreed upon under this contract at any time during the currency of the contract. The Vendor shall be able to provide such service within fifteen days from the date of communication of such requirement.
- v. The ambulance deployed shall conform with the specifications such as all requisite factory fitted accessories, tools and accessories including spare wheels in compliance as per Automotive Industry Standards (AIS) -125 of the National Ambulance Code and as per the Motor Vehicles Act/ Rules being in force.
- vi. The ambulance deployed shall have all the necessary permits/ licenses/ clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance including third party, property and damage coverage, road permit, registration certificate.
- vii. Offered ambulance shall be registered for commercial purpose and be free from any litigation as regards ownership.
- viii. The ambulance deployed shall have a working air- conditioning system and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
- ix. The Vendor shall ensure the following necessary fittings in the ALS Ambulance:
 - a) Storage Cabinet of sufficient size to store all necessary equipment (Properly fitted and fully braced)
 - b) Auto loading Stretcher
 - c) Scoop Stretcher
 - d) Wheelchair
 - e) Spine Board
 - f) Jumbo Cylinders with flowmeters
 - g) Portable cylinder
 - h) First Aid Box with emergency medicines

- i) Portable Ventilator
- j) Cardiac Monitor
- k) Defibrillator
- l) Syringe Pumps
- m) Suction Apparatus
- n) Laryngoscope
- o) BP Apparatus
- p) Stethoscope
- q) Glucometer
- r) Thermometer
- s) Pulse Oximeter
- t) IV Stand
- u) Ambu Bag
- v) Nebulizer Machine
- w) Endotracheal tube

- x. The Bank shall not bear any liabilities for the Vendor's default on any account and default may compel the Bank to take suitable action like stopping the bill payments or forfeiture of security deposit.
- xi. The ambulance, its Driver, Trained Paramedic, spares, repairs & maintenance, and consumables (petrol/diesel oil, lubricants, gear oil, brake oil etc.) required for the performance of the work under this Contract shall be provided by the Vendor at its own cost and risk. The Bank shall pay only the agreed monthly rental as per the contract agreement.
- xii. Any legal/ medico-legal cases if any arising out of the performance of the Vendor or involving the ambulance shall be solely handled by the Vendor at its own cost and risks.
- xiii. The Vendor shall provide at its own cost, safety equipment and Personnel Protection Equipment (PPE) as per the requirement of Job Safety Analysis and minimum PPEs as may be prescribed by the Bank for operating within the Site. The Vendor shall adhere to all the applicable statutory laws pertaining to safety, health and environment.

- xiv. All front & rear seat belts, brakes, lights, tires, mirrors, gauges of the ambulance shall be in good working conditions and shall conform to the prescribed safety standards.
- xv. Vehicle shall be always in excellent working condition at all times and shall be cleaned thoroughly, both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personnel belongings of the ambulance crew.
- xvi. The ambulance proposed to be deployed shall be inspected by the Bank. The Vendor shall ensure that the ambulance shall be offered for inspection as and when required by the Bank.
- xvii. In the event of breakdown, or if the condition of the ambulance goes below the acceptable standards, a replacement ambulance of similar type or better / later model shall be provided within two hours.
- xviii. The Vendor shall ensure the deployed ambulance have minimum noise of engine and body while running, tyres with proper condition, working headlights, tail lamps, indicators, speedometer, milometer, proper body painting, well-maintained upholstery, washed and ironed white seat covers, etc. It shall also be ensured that the doors can be properly closed and locked and all windows can be opened.
- xix. The ambulance proposed to be deployed shall arrive at designated location on time with full or sufficient tank of fuel and report to the Bank's Medical Officer/ Consultant on duty.
- xx. The ambulance shall be parked at the parking slot provided by the Bank and shall not be taken out without permission of the Bank. Duty period as per the contract agreement shall be ensured.
- xxi. The driver of the ambulance shall possess a valid driving license and shall have a minimum two years of driving experience.
- xxii. The driver shall have a basic knowledge of First Aid and shall be able to deal with medical emergencies.

- xxiii. The Paramedic shall always be available with the ambulance and he / she shall possess a minimum qualification of ANM (Auxiliary Nursing Midwifery) qualified with 5 years of experience or GNM (General Nursing Midwifery) with one year of experience and shall be capable to provide Advance Emergency Medical Support including CPR and care to individuals who are ill or injured and transport them to a medical facility.
- xxiv. The Vendor shall provide at his own cost proper uniform and photo identity cards to the ambulance crew in compliance with relevant Acts.
- xxv. The Vendor shall ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving. It shall also be ensured that no inflammable substances of any nature are carried inside the ambulance.
- xxvi. The ambulance crew shall be well mannered and shall always carry an authorization letter / identity card issued by the Vendor while on duty. The Vendor shall provide the requisite details like name, age, father's name, permanent and temporary address, recent photographs of its employees, driver licenses, etc. as are essential for issuing permit / gate pass.
- xxvii. The duty shall be deemed as commenced from the time of reporting to the Bank to time of relieving from the Bank. The Driver shall maintain a standard log sheet for recording the reporting and release time and the corresponding odometer readings of the ambulance. The start / end point for each trip and start / end odometer reading shall also be recorded in the logbook and the Driver shall take signature of the Bank's Medical Officer / Medical Consultant on daily basis.
- xxviii. Both the Driver and the Paramedic of the ambulances shall always have a working mobile number for easy contact and an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The Driver shall be reachable at all times during the duty hours. The ambulance crew shall inform the mobile number to the Bank's Medical Officer/ Medical Consultant on a daily basis on reporting to duty.
- xxix. The Vendor shall provide police clearance certificate of all drivers and paramedic staff who shall be deployed with the ambulances during the contract period.

Further, their Govt. issued photo – ID cards and address proof shall be submitted to the Bank before commencing the job under the contract.

- xxx. Acceptance of ambulance shall be subject to the inspection of the ambulance, ambulance documents and documents of the driver and paramedic by the Bank's Medical Officer / Consultant/ authorized officer.
- xxxi. The Vendor shall carry out the order independently and under his own supervision, costs, and risks. The Vendor will have to follow Bank's security & safety protocol and comply with the requirement.
- xxxii. The Vendor shall provide at its own expense the employee welfare and such other facilities like accommodation, transport, food, medical, conveyance etc. to all its personnel / employees. All medical care, hospital treatment / expenditure thereon in case of any injury whether or not leading to death arising out of or during the course of employment shall also be borne by the Vendor for its personnel/ employees.
- xxxiii. The Vendor shall ensure that efficient and punctual services are provided, at all times. Late arrival for any reason shall not be excused and such incidents shall attract penalty.
- xxxiv. Over speeding / rash driving / talking over mobile phones during driving by the Drivers shall not be permitted and the Bank's instructions, judgment, decision shall be final in this regard. In case of any such misconduct by the Driver including manipulation of the meter reading, the vehicle and/ or Driver may be discontinued with immediate effect.
- xxxv. The ambulance service is exclusively meant for carrying the personnel authorized by the Bank. Transportation of any other person or luggage shall not be permitted.
- xxxvi. It shall be the sole responsibility of the Vendor to promptly inform the Bank about any incident or accident while on duty of the Bank. Any detour from the scheduled route, due to any traffic congestion, major road diversions etc. shall be intimated to the Bank.

- xxxvii. In case of an accident, the Vendor shall ensure compliance of necessary legal formalities such as FIR, Insurance claim etc. and issue necessary authority letters (Certificate of facts) along with the legal documents as may be required for the purpose of insurance formalities.
- xxxviii. Under no circumstances shall the Bank be liable to compensate for any loss or damage that may be caused to the ambulance by accident or complications arising out of such contingencies like theft, fire, riots, strike, terrorism whether inside or outside the Bank's premises while engaged.
- xxxix. The Vendor shall be liable for any accident or injury or loss or damage/ suffering to its personnel on any account, including militant/ terrorist or similar activity that may happen to any of its personnel engaged in connection with performance of this contract, including any consequential damage. The Bank shall not be liable in respect of any damage or compensation payable in respect of, or in consequence of any accident or injury to any personnel in the employment of the Vendor and the Vendor shall indemnify and keep indemnified the Bank against all such claims, damages, compensations and such proceedings which may be sought against the Vendor.
- xl. The Bank shall not be liable for any damages whatsoever to public property and / or any third person due to any accident arising out of and in the course of deployment of the ambulance.
- xli. The Bank shall in no way be responsible for violation of traffic rules and / or infringement of any other law for the time being in force, either by the driver or by the Vendor.
- xl.ii. During the contract period, if the ambulance is seized or detained or requisitioned by the Police/ Motor Vehicle Authority or any other authorities for whatsoever reasons that shall be at the Vendor's risk.
- xl.iii. No escalation of rate shall be permitted on any ground during the currency of the contract.

xliv. In the event of that the ambulance run more than the agreed number of kilometers, the charges for additional kilometers travelled will be paid at the additional rate quoted by the Vendor.

xlv. The Vendor shall not deploy or shall discontinue deploying the person(s), if desired by the Bank and must ensure prompt replacement of the personnel without any additional cost to the Bank. Person once removed from the duties shall not be deployed again to work. The personnel being deployed shall ordinarily be continued and shall not be changed without communication to the Bank.

In the event of the Vendor fails to deliver or fails to carry out tasks as required due to non-delivery of ambulance, break-down, servicing and repairs of ambulance, or if the ambulance is seized or detained by Police / Motor Vehicle Authority or any other authorities for whatsoever reasons, the Vendor at his own cost shall make alternate arrangement by providing similar or higher class of ambulance for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty as per provisions of the contract. In addition, the Vendor may be required to face any action taken by any of the authorized agency as per the extant laws.

2. Presentation of Bills and Payment terms

- i. The Vendor shall present the invoice for payment on a monthly basis. The invoice shall clearly indicate the details of the service, date, GSTN of Vendor and the Bank, HSN/ SAC code, applicable tax components etc. and any other information required by the Bank from time to time.
- ii. The bill shall be accompanied by the Ambulance logbook.
- iii. The invoices/bills may be submitted to the RBI, Kolkata every month (by the 10th of the following month).
- iv. Incomplete bills shall not be entertained.
- v. The bill placed for settlement should contain only the accepted rate and applicable taxes as per the contract agreement. In case of deviation from the rate, the amount at higher side will be disallowed without any clarification
- vi. Payments of the bills/invoices subject to statutory deductions shall normally be arranged within 30 days from the date of presentation of the bills/invoices. However, the Vendor shall make no claim from the Bank in respect of interest or

damages in case the payment is delayed for any reasons.

- vii. The payment shall be made through NEFT for which the Vendor shall give requisite details bank name, branch name, account number, type of account, name of the account holder, IFSC of the bank branch etc.
- viii. While making payment, the Bank will deduct applicable taxes at source.
- ix. The Vendor shall ensure timely filing of GST return. The data uploaded on the GSTR portal shall invariably tally with the invoices raised on the Bank.

3. Applicability of best prices

If the Vendor with whom the Bank enters into an annual contract offers a lower rate following conditions similar to those of the Bank's contract, to any person or organization during the currency of the rate contract, the rate applicable to the Bank shall be automatically decreased with immediate effect and the contract amended accordingly. Other parallel contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in the presence of concerned Vendors on the specified date and time and further action taken as per standard practice.

In case Vendor backs out due to any reason, the next lowest Vendor (L2) may be asked to provide the service at L1 rate. Further, if L2 express its inability to provide the services at L1 rate, the Bank at its discretion may also ask other Vendors who have submitted quotation to provide the service at L1 rate.

4. Penalties

- (a) If the Vendor fails to complete satisfactorily the contract work or any portion thereof or refuses to comply with any direction given in this regard to him, ₹5000/- penalty per incident will be deducted from the monthly bill.
- (b) If the Vendor fails to provide the vehicle as per the terms and conditions ₹5000/- penalty per incident will be deducted from the monthly bill apart from the deduction borne by the Bank for the alternative arrangement.

- (c) Any consequences arising out of non-supply of ambulance are to be borne by the Vendor.
- (d) In case of such multiple incidents, the Performance Bank Guarantee shall be forfeited, and the contract shall be terminated at Vendor's risk and cost.
- (e) Misbehavior or any fault during the discharge of the duty made by any ambulance crew shall lead to fine of ₹1000/- per occasion and the same shall be recovered from any pending bill or security deposit.

5. Termination for Default

The Bank may, without prejudice to any other remedy for breach of contract, issue a written notice of default to the Vendor, and terminate the Contract in whole or part:

- (a) If the Vendor fails to complete the contracted work satisfactorily or any portion thereof or refuses to comply with any direction given in this regard to him, the contract shall be terminated at his risk and cost the Security Deposit will be forfeited.
- (b) The Contract is further liable to be terminated in following cases:
 - (i) The Vendor uses/has used sub-standard / spurious / substitute medical equipment
 - (ii) There is delay in rendering of services
 - (iii) The Vendor has resorted to overcharging in the bill/invoice
 - (iv) If the Vendor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (c) If any such case indicated in (b) above is noticed during subsequent scrutiny after or before the payment, then the Vendor shall refund the disputed / excess amount already paid by the Bank. The Bank may stop payment due or recover the cost of such supplies from the amounts due to the Vendor.
- (d) If the services of the Vendor are not found satisfactory or if the Vendor has resorted to any of the action(s) enumerated in (b) above, the Bank can terminate the contract at any time by giving one month notice to the Vendor for which no claim or compensation shall

be entertained by the Bank.

- (e) The Vendor is permitted to terminate the contract by giving minimum three months' notice in writing to the Bank enabling the Bank to arrange for new Vendor after due process of Tendering.
- (f) During the period of notice, the party shall continue to discharge all their duties and obligations.
- (g) The Regional Director, Reserve Bank of India, Kolkata Regional Office reserves the right to terminate the Contract at any point of time by giving one month's notice period without assigning any reason and without prejudice to any other remedies available to the Bank.

6. Period of Contract

Based on both Technical evaluation and Financial bid, the contract would be awarded to the successful Vendor for a period from January 01, 2027, to March 31, 2028. Subsequently, the contract may be renewed/extended annually for a period of one year at a time, extendable up to a maximum period of two years on the same terms and conditions, at the sole discretion of the Bank, subject to satisfactory performance of the supplier/s, as evaluated by the Bank from time to time and mutual consent. The Vendors need to submit the revised Performance Bank Guarantee (PBG) with extended validity and fresh Annual Contract if in case the contract is extended/renewed by the Bank.

7. Corrupt, Fraudulent or Unethical Practices:

The Vendor shall observe the highest standards of ethics during the execution of the contract. In pursuance thereof, the terms are set forth as follows:

- a) The Vendor shall not offer, give, receive, or solicit anything in cash or kind to influence the action of any official of the Bank involved in the process of empanelment or execution of the contract.
- b) The Vendor shall not resort to misrepresentation of facts in order to influence the tendering process or execution of contract to the detriment of the Bank.
- c) The Bank will declare a Vendor ineligible, either indefinitely or for a specified period of time, for award of contract, if at any time, it determines that the Vendor has engaged in corrupt and fraudulent practices in executing the contract.

8. Indemnity

The Vendor shall indemnify the Bank against all actions, suits, claims and demands brought or made against it in respect of anything done or alleged to be done by the Vendor in execution of or in connection with the work of this contract and due to non-adherence to the terms and conditions as stipulated therein in this document or contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the Vendor for anything done or alleged to be done in the execution of this contract. The Vendor shall strictly comply with and adhere to all job safety laws, rules and measures applicable in India. The Vendor shall be solely responsible for any accident, injury, harm or loss of life caused due to the acts, omissions or negligence of its personnel, and shall fully indemnify and keep the Bank harmless from any claims, liabilities, demands, damages, costs or responsibilities arising therefrom. The Vendor shall bear and pay, at its sole expense, all indemnities, compensations and other payments arising out of such incidents, without any financial implication on the Bank. Under no circumstances shall the Bank be held responsible, liable or obligated in this regard. In the event of any dispute of whatsoever nature involving the Vendor's personnel, the Vendor shall be solely and exclusively responsible for contesting or resolving the same. If, for any reason, the Bank is made a party to such dispute or is required to defend any claim, the Vendor shall reimburse the Bank for the actual expenses incurred, including Counsel fees and other legal charges. Such reimbursement shall be paid in advance by the Vendor, on demand, and prior to the Bank contesting or defending any such proceedings. The Vendor shall further ensure that no financial, legal or any other liability of any nature whatsoever devolves upon the Bank in respect of its personnel and shall keep the Bank indemnified at all times in this regard.

9. Debar/Disqualify

Vendor is liable for debarment/disqualification from bidding on the following grounds:

- (a) If it is determined that the Vendor has committed the following acts or omissions in
- (b) contravention of the code of integrity:
 - (i) 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.

(ii) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

(iii) Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(iv) Improper use of information provided by the procuring entity to the Vendor with an intent to gain unfair advantage in the procurement process or for personal gain.

(v) Any financial or business transactions between the Vendor and any official of the procuring entity related to e-Tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

(vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(vii) Obstruction of any investigation or auditing of a procurement process.

(viii) Making false declaration or providing false information for participation in a process or to secure a contract.

(ix) Failed to disclose conflict of interest.

(x) 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.

(xi) If the Vendor has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988 (as amended in 2018); or (b) Bharatiya Nyaya Sanhita, 2023 (BNS) (Indian Justice Code, 2023, IJC) 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.

- (c) For any actions or omissions by the Vendor other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like providing sub-standard services, not providing services to the satisfaction of the Bank, failure to abide terms of the e-Tender, etc.
- (d) The Bank reserves right to debar/disqualify the Vendor from participating in any bidding or from providing any services to the Bank for a period of three years. However, before doing so the Bank may give a show cause notice to the Vendor and consider reply, if any, submitted by the Vendor to such notice. The decision of the Bank / Regional Director shall be final in this regard

10. Reservation of right to accept/ reject.

Applications received after the due date and time or incomplete in any respect are liable to be rejected. The Bank reserves the right to accept or reject any or all the applications in full or part without assigning any reasons. The Bank's decision in this regard shall be binding and final.

The Bank has the right to modify/ alter any requirements in this document at its discretion as deemed appropriate. The decision of Regional Director, Kolkata Regional Office in this regard shall be final.

11. Appointment of Vendors

Fulfilling the terms & conditions and offering the lowest rate quote does not necessarily mean qualifying for the award of the Contract. Under no circumstance, a request for alteration in the rate shall be accepted/ considered. Any conditional quotations / offers will not be accepted. The quotation shall be uploaded on CPPP website by the due date and time. Quotations shall be opened on the due date and time as specified in this document. The Regional Director, Reserve Bank of India, Kolkata Regional Office reserves the right to enter into annual contracts with any number of Vendors.

12. Arbitration

- (a) In the event of there being any dispute or difference arising between the parties,

the same shall be referred to the Regional Director, Reserve Bank of India, Kolkata whose decision in writing, shall be final and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to the sole arbitrator mutually agreed by the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliations Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on the parties.

- (b) The venue of the arbitration shall be Kolkata. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- (c) All disputes shall be subject to the legal jurisdiction of the Court at Kolkata only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.
- (d) During the arbitration proceedings, the Vendor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank.

13. Compliances with the Provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

- (a) The Vendor 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 employees or agents or supply personnel or delivery personnel within the premises of the Bank or at the place of delivery, the complaint shall be referred to the appropriate committee constituted under the said Act. The Vendor shall ensure appropriate action under the said act in respect of the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the Vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- (c) The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees or agents or supply personnel or delivery personnel of the Vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Vendor is proved.
- (d) The Vendor shall be responsible for educating its employees or agents or supply or delivery men about prevention of sexual harassment at workplace and related issues.
- (e) The Vendor shall provide a complete and updated list of its employees or agents who are deployed for the purposes of the contract.

14. Non – Disclosure Clause

The Vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment etc., which may come to the possession or knowledge of the Vendor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in the strictest confidence. The Vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above, shall be treated, as breach of contract on the part of the Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor 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 Vendor's obligations with respect to non- disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

15. Statutory compliance to Labour laws

The Vendor shall comply with the necessary statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees state Insurance Act; Workman's

Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Child Labour (Prohibition and Regulation) Act 1986; Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them. The Vendor shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Kolkata indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Vendor's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Kolkata shall be entitled to cover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Vendor's monthly payment. The authorized Vendor shall not resort to sub-contracting of any order/purchase order received from the Bank. The authorized Vendor agrees to immediately report to the Bank any change in their ownership structure and/or key management/partners/directors.

Section (V) – Special Condition of Contract

1.	Cost of Tendering	1.1 The Vendor shall bear all costs associated with the preparation and submission of e-Tender documents and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.	Submission – Sealing and Marking of e-Tender	2.1 The Vendors shall follow the electronic e-Tendering submission procedures specified in the instructions regarding the e-Tender. 2.2 The Vendors may submit their Financial Bid (competitive rates) in online in prescribed format along with copies of necessary documents as indicated in the Technical Bid (Part – I) and Financial bid (Part – II). The e-Tender with all information shall be submitted on or before the prescribed date and time of the e-Tender. 2.3 If the desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of e-Tender.
3.	Deadline for submission of e-Tender	3.1 The e-Tender must be filed online through e-Tendering process mentioned in this document, not later than the date and time indicated in this document. 3.2 The Bank may, at its discretion, extend the deadline for the submission of e-Tenders by amending the e-Tender Document.
4.	Late Tenders	4.1 No e-Tender shall be allowed on the e-portal after the deadline.
5.	e-Tender opening	5.1 The Bank shall open the e-Tender electronically on the due date and time as notified in this document. Vendors may nominate a representative to be present on the occasion.
6.	Confidentiality	6.1 Information relating to the evaluation of e-Tenders shall not be disclosed to the Vendors or any other persons not officially concerned with such process until information of contract award is communicated to all Vendors.

7.	Clarification of e-Tender	7.1 To assist in the examination, evaluation, comparison of the e-Tenders and qualification of the Vendors, the Bank may, at its discretion, ask any Vendor for a clarification of its e-Tender, allowing a reasonable time for response. Any clarification submitted by a Vendor that is not in response to the request made by the Bank, shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the e-Tender shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the e-Tenders. 7.2 If a Vendor does not provide clarifications of its e-Tender by the date and time set in the Bank's request for clarification, its e-Tender shall be rejected.
8.	Evaluation of e-Tender	8.1 The Bank shall use the evaluation criteria indicated in Section III(A) of this e-Tender along with network, past records, client recommendations, as applicable.
9.	Qualification of the Vendor	9.1 The Bank shall determine its satisfaction whether the selected Vendor meets the qualifying criteria in technical bid and financial bid.
10.	The Bank's Right to accept any e-Tender, to reject any or all e-Tenders	10.1 The Bank reserves the right to accept or reject any or all of the e-Tender and to annul the Tendering process and to reject any or at any time prior to contract award, without thereby incurring any liability to Vendors or assigning any reason thereof. Further the conditional bids shall be rejected out rightly.
11.	Notification of award	11.1 The Bank will evaluate the Vendor based on both technical evaluation and Financial- bids.
12.	Signing of contract	12.1 The successful Vendor/s shall execute an agreement (as per the format in Annexure VIII) with the Bank on Non-Judicial stamp paper of appropriate value. However, the issue of work order by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. 12.2 The contract shall be for a period of fifteen months (January 01, 2027 to March 31, 2028). The stamp duty shall be borne and

		paid by the Vendor. However, the contract can be renewed annually for a further period of one year or maximum of two years on same Terms and Conditions, subject to the performance of the Vendor as reviewed by the Bank from time to time. The rate quoted by you shall remain firm and valid for the period.
13.	Earnest Money Deposit	13.1 Earnest Money Deposit (EMD) of ₹60,000 (Rupees Sixty Thousand only) must be submitted along with the Bids through NEFT/Demand Draft/Bank Guarantee issued by a scheduled Bank drawn in favour of Reserve Bank of India, Kolkata on or before November 16, 2026 (Monday) (up to 11 AM). Bids without EMD will not be considered and will be rejected. EMD of unsuccessful Vendors will be returned within 15 days of awarding the Contract to a successful Vendor/s. EMD of the Vendors not honouring their commitment / quotations may be forfeited at the discretion of the Regional Director, Reserve Bank of India, Kolkata who is not bound to assign any reasons for his action. The proforma of Bank Guarantee for EMD is given in Annex V. 13.2 After submission of the EMD, a line of confirmation, stating the name of the e-Tender for which EMD has been submitted, and all other necessary details may be sent via an email to ceskolkata@rbi.org.in; rajarshiadhikari@rbi.org.in; vungtheiching@rbi.org.in; and SujataRai@rbi.org.in by EOD November 16, 2026 (Monday).
14.	Performance Bank Guarantee	14.1 The successful Vendor/s on entering into a purchase contract with the Bank, will have to furnish a Performance Bank Guarantee (PBG) for an amount of an amount ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) (as specified in Annex IV), in favor of ‘Regional Director, Reserve Bank of India, Kolkata’ valid for 6 months beyond the validity of the contract, issued by a Scheduled Bank. The PBG has to be furnished within a period of 15 days from award of the Annual contract. The format for PBG is provided in Annexure IX.

		14.2 The PBG shall be released without interest after expiry of the contract period only after being satisfied of the successful completion of the contract and ensuring no liabilities from the Vendor or its employees. In case of any complaint or pending dues, the PBG shall be discharged only after payment of all dues, liabilities, etc. 14.3 No Interest shall be payable on EMD / Security Deposit / Performance Bank Guarantee.
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Section – VI
Un-priced Bill of Quantity
(Image of price bid/Part II)

Sl. No.	Particulars	Rate offered in Rupees (A)
1	Basic Hiring Charge / per Ambulance / per month for ALS ambulance for running distance up to 1000 KM * (Excluding GST)	
2	Rate per KM beyond 1000 KM** (Excluding GST)	

*The running distance criterion of 1000 KM shall not include the daily onward and return journey for reporting to and release from duty by the ambulance. The quoted rate shall be inclusive of the same.

**The rate quoted shall be all inclusive, including wages of the Driver and Paramedic (which should not be less than the minimum wages prescribed by the statutory authorities), statutory expenses like PF, ESI, bonus, leave wages, holiday wages, weekly off wages, uniform expenses etc., and any other incidental charges to meet the requirement of the contract and, tyres, tools, maintenance charges, Road tax, Insurance, depreciations, Mobile Phone charges, Government Taxes and modifications to keep the ambulance fit to meet requirement of the contract.

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the vendor 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 ofas 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 “**Name of services/work** ” including signing and submission of all documents, deputing persons in pre-bid meeting and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the vendor

Name/(s)

Stamp/Seal of the vendor

(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.)

Important Instructions Regarding E-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Vendor is the Central Public Procurement Portal (CPPP).

<https://etenders.gov.in/eprocure/app>

Process of E-tender : Vendor manual kit is available on home page.

A) Registration for new vendor: The process involves vendor's registration with CPP portal which is free of cost.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120- 4493395

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 - cppp-doe@nic.in

Detail of participating firm/vendor on firm's letterhead

1.	Vendor Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3.	Name of Proprietor/Partners/ Directors of the firm/company	
4.	Number of Years in Operation	
5.	Address of Registered Office:	
6.	Vendor's address where contract is to be placed	
7.	Telephone Number of address where contract is to be placed Website & Email ID	_____ (Country Code) (Area Code) (Telephone No.) _____ _____
8.	PAN No.	_____ [Also, Enclose copy of PAN Card]
9.	GST No. (refer sl. no. 8 above)	_____ [Also, Enclose copy of GST Certificate]
10.	EPF Registration No.	_____ [Also, Enclose copy of EPF Registration Certificate]
11.	ESI code No.	_____ [Also, Enclose copy of relevant document]
12.	Whether Micro / Small / Medium Enterprise	(Vendor to submit documents as specified in ITB)

13.	Copy of Income Tax Returns filed for the last 3 years	
14.	Copies of the Balance Sheets for the last three financial years duly certified by a Chartered Accountant	
15.	Banker Detail (The account for receiving payment) [Also, Enclose copy of cancelled Cheque]	
I.	Banker's Name	
II.	Branch	
III.	Bank account number	
IV.	IFSC	
16.	Detail of Service Setup	
I.	Address	
II.	Email	
III.	Telephone/Mobile No	
IV.	No of person stationed	

Place:

Date:

[Signature of Authorized Signatory of Vendor]

Name:

Designation:

Seal:

List of Clients on firm's letterhead

As per eligibility criteria details of qualifying services/works

		For services/work experience(Services/work to be completed before 7 years)	Minimum value of each completed services/work (Services/work to be completed within 7 years)		
		Client	Client 1	Client 2	Client 3
1	Description of the services/work				
2	Detail of client address , telephone number & contact person & email				
3	Services/work order/Letter of award detail (Enclosed)				
4	Value of the services/work				
5	Date of start of services/work				
6.	Date of finish of services/work				
7.	Completion period as per services/work order				
8.	Whether services/works completed in time or not (No of days of delay)				
9.	Whether services/works are under Comprehensive Annual Maintenance Contract (CAMC)				

Place:

Date:

[Signature of Authorized Signatory of Vendor]

Name:

Designation:

Seal

*On the Letter Head of
company/firm/organization*

Ref. No. _____

Date: _____

To
The Regional Director
Reserve Bank of India
15, N S Road Kolkata - 700 001

Dear Sir,

Name of Services/work: _____

Client's Certificate regarding performance of the Vendor

We confirm that M/s. (Name of the vendor) _____ have carried out the following services/work/s for us. The firm may be considered sound for entrusting captioned costing up to .

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible services/work with brief particulars	
2	Services/work order No. and date	
3	Project/services/work cost	
4	Date of commencement of services/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 services/work completed and paid for	
9	Performance Report :	Outstanding / Very Good / Good / Fair / Satisfactory / Poor

Sr. No.	Particulars	Comments of the Client
	(i) Quality of executed services/work (indicate grading)	
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
10	Comments of the Client on the capabilities of the M/s. (Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)

* Regarding performance report/clients certificate, for services/works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For services/works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled .in properly

(ii) The Client Certificates should be submitted in a sealed cover addressed to the Reserve Bank of India Kolkata for each of the Prequalification services/work/s

<i>On the Letter Head of Bank</i>
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Ref. No. _____

Date: _____

To
The Regional Director
 Reserve Bank of India
 15, N S Road Kolkata - 700 001

Dear Sir,

Name of Services/work: _____

Banker's Certificate

We confirm that M/s. _____ are banking with us. They may be considered financially sound for entrusting with any contract for ₹ .

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Bank
1	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

3. This certificate is issued without any Guarantee or responsibility on the bank or any of its officers.

Yours faithfully,

Seal of the Bank

(Signature)
 Authorized Signatory
 For the Bank

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

To
The Regional Director
 Reserve Bank of India
 15, N S Road Kolkata - 700 001

 Dear Sir,

Name of Services/work

Ref.: NIT/Advt.No. date

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned services/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 vendor shall furnish a Bank Guarantee for a sum of ₹ (Rupeesonly) as Earnest Money Deposit (EMD). M/s. (Name of the Vendor/Vendor) _____, (hereinafter called as "the Vendor/Vendor"), who are our Clients/Constituents intend to submit their tender/ Bid for the said services/work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹..... (Rupeesonly) in respect of EMD. NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Vendor 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 Vendor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹..... (Rupeesonly) 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 Vendor 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 Vendor. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that:

i. 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 Vendor 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 Vendors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

ii. Our liability under these presents shall not exceed the sum of ₹..... (Rupeesonly).

iii. 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 services/work or their obligations there under or by dissolution or change in the constitution of our said constituents.

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

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

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

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

Format of Article of Agreement /Contract Agreement
(for successful vendor)
(On stamp paper)

THIS CONTRACT AGREEMENT is made the _____ day of _____, 2026 between the Reserve Bank of India, body corporate constituted under the Reserve bank of India, Act 1934, having its registered office at: Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400 001 (hereafter called “The Bank”) represented bywhich expression shall include its successors and assigns of the one part and _____ incorporated under _____ and having its registered office at _____ (thereinafter called “the Vendor”)) which expression shall include its successors, legal representatives and assigns of the other part.

WHEREAS the Bank desires to engage the Vendor to provide ALS ambulance service at Reserve Bank of India, Kolkata and the Vendor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Bank had called for tenders from eligible vendors to provide services for providing “.....” as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tender and the Bank has awarded the contract, to provide “.....” as stated in the scope of work attached to the Tender Document, to the Vendor.

AND WHEREAS the Vendor has agreed to execute the assigned work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, 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 detailed scope of work as stated in the Tender Documents (Part I, Part II, annexures and amended 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").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1	Contract Agreement: The following documents shall constitute the Contract between the Bank and the Vendor, and each shall be read and construed as an integral part of the Contract: a) This Contract Agreement and the Appendices hereto b) Letter of Award . Ref. No c) Minutes of pre-bid meeting d) All emails and letters exchange during the tendering process
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	e) Part I (Techno commercial bid) and Part II (Price bid) Bid submitted by the bidder f) Notice Inviting Tender (NIT), along with any corrigenda/addenda.
2	Contract Price: The Bank hereby agrees to pay to the Bidder the Contract Price in consideration of the performance by the Bidder of its obligations hereunder. The Contract Price shall be the aggregate of Rupees Thirty Lakhs only (₹30,00,000), or such other sums as may be determined in accordance with the terms and conditions of the Contract.
3	<u>Earnest Money Deposit:</u> Vendor has deposited an Earnest Money Deposit (EMD) equal to ₹60,000 along with the tender document in the form of NEFT in favour of Reserve Bank of India, Kolkata in the A/c No: 186003001. No interest will be payable on the EMD. The Earnest money paid by the Vendor will be released after submission of Security deposit in the form of Performance Bank Guarantee.
4	<u>Performance Bank Guarantee (PBG):</u> The Vendor shall deposit PBG @5 % of the contract amount in favour of Reserve Bank of India, Kolkata, within 15 days of the award of contract. The PBG shall be valid for a period of 6 months beyond the date of termination of contract. No interest will be paid on it. The PBG deposited by the Vendor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Vendor and / or loss/ damage if any sustained by the Bank on account of failure or negligence of the workers deployed by him or in the event of breach of the terms and conditions of the agreement. However, the issue of letter of acceptance/ work order by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. Submission of PBG shall be ensured as stipulated in the tender. In case of delay in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the vendor at Bank rate. The Vendor shall also submit Performance Bank Guarantee in case the contract is extended and the PBG shall be valid for a period of 6 months days beyond the date of termination of the renewed contract.
5	Payment Terms: Payment shall be made by the Bank to the Vendor as per the provisions of Part I of the tender. The Vendor shall ensure that wages & allowances paid to his workers are in compliance with Government wage regulations. Proof of paying minimum wages shall be submitted by the Vendor to the Bank. The percentage of wage increase shall be given as per percentage revision of wages by the Government. The workmen should be paid minimum wages under the Minimum Wages Act, 1948 & rules made thereunder or under any other applicable law. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952 and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. In the absence of ESI, the vendor

	should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The Workmen Compensation policies shall be valid till the validity of contract with the Bank. If the vendor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the vendor. The total premium shall be borne by the vendor. The vendor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract. The Vendor shall abide by all the statutory provisions of the Labour Codes, shall not engage a person below the age of 18 years. Vendor shall be responsible for implementing the requirements of the applicable laws.
6	Time of Completion: The completion period of the project shall be reckoned from the 14th day of issuance of Letter of Award/Work Order. Time shall be considered the essence of this Contract, and the Vendor hereby agrees to commence the work immediately after the site is handed over to him to complete the entire work as provided in the said conditions, subject nevertheless to the provisions for extension of time.
7	General Conditions of Contract: terms and conditions listed in section III and IV shall form an integral part of this Contract Agreement and the Contract shall be read and construed accordingly.
8	Jurisdiction: All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have jurisdiction to determine the same.
9	Language: The Tender form shall be filled 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. All communications, drawings, designs, data, information, codes, specifications, and other documents supporting the bid or otherwise exchanged under the Contract shall be in English or in Hindi.
10	Non-disclosure: i. The vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or comply with applicable laws. The vendor shall not publish, permit to be published, or disclose any particulars of the services/works in any trade or technical paper or

	elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the vendor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies. ii. The vendor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. iii. Without prejudice to the formal Contract Agreement, all confidentiality and non-disclosure obligations binding the Vendor under this tender shall survive the expiration, completion, or termination of this Agreement for any reason whatsoever.
11	PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE i. The Vendor 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 Vendor who shall ensure appropriate action under the said Act in respect to the complaint. ii. Any complaint of sexual harassment from any aggrieved employee of the Vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. iii. The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Vendor, for instance any monetary relief to the Bank’s employee, if sexual violence by the employee of the Vendor is proved. The Vendor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
12	Termination of Contract for Default The Bank may, without prejudice to any other remedy for breach of contract, issue a written notice of default to the Vendor, and terminate the Contract in whole or part: a. If the Vendor fails to complete the contracted work satisfactorily or any portion thereof or refuses to comply with any direction given in this regard to him, the contract shall be terminated at his risk and cost of the Security Deposit will be forfeited. b. The Contract is further liable to be terminated in following cases: (i) The Vendor uses/has used sub-standard / spurious / substitute medical equipment (ii) There is delay in rendering of services (iii) The Vendor has resorted to overcharging in the bill/invoice (iv) If the Vendor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

	c. If any such case indicated in (b) above is noticed during subsequent scrutiny after or before the payment, then the Vendor shall refund the disputed / excess amount already paid by the Bank. The Bank may stop payment due or recover the cost of such supplies from the amounts due to the Vendor. d. If the services of the Vendor are not found satisfactory or if the Vendor has resorted to any of the action(s) enumerated in (b) above, the Bank can terminate the contract at any time by giving one month notice to the Vendor for which no claim or compensation shall be entertained by the Bank. e. During the period of notice, the party shall continue to discharge all their duties and obligations. f. The Regional Director, Reserve Bank of India, Kolkata Regional Office reserves the right to terminate the Contract at any point of time by giving one month's notice period without assigning any reason and without prejudice to any other remedies available to the Bank. g. The Vendor is permitted to terminate the contract by giving minimum three months' notice in writing to the Bank enabling the Bank to arrange for new Vendor after due process of Tendering.
13	Penalty (a) If the Vendor fails to complete satisfactorily the contract work or any portion thereof or refuses to comply with any direction given in this regard to him, ₹5000/- penalty per incident will be deducted from the monthly bill. (b) If the Vendor fails to provide the vehicle as per the terms and conditions ₹5000/- penalty per incident will be deducted from the monthly bill apart from the deduction borne by the Bank for the alternative arrangement. (c) Any consequences arising out of non-supply of ambulance are to be borne by the Vendor. (d) In case of such multiple incidents, the Performance Bank Guarantee shall be forfeited, and the contract shall be terminated at Vendor's risk and cost. (e) Misbehavior or any fault during the discharge of the duty made by any ambulance crew shall lead to fine of ₹1000/- per occasion and the same shall be recovered from any pending bill or security deposit.

IN WITNESS WHERE OF the Bank and the Vendor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Bank

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Signed for and on behalf of the Vendor

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]
 2. [Witness 2 Signature & Details]
-

Annexure –IX

Proforma Of Bank Guarantee for Performance Security Deposit/ Retention Money

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

Place : _____

Date : _____

To
The Regional Director
Reserve Bank of India
15, N S Road Kolkata - 700 001

Dear Sir,

Name of services/work: _____ - Bank Guarantee For
PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Vendor) (hereinafter called "the said Vendor" which expression shall include its successors and assigns). AND Whereas the Vendor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said vendor 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 vendor, 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 RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Vendor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said vendor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹..... (Rupeesonly) 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 Vendor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹..... (Rupeesonly).

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 RBI any money so demanded notwithstanding any dispute/disputes raised by the Vendor 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 Vendor.

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 Vendor 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 Vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹..... (Rupeesonly).

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

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 Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder. In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- -- day of ----- (Month) (Year) being herewith duly authorized. For and on behalf of _____ (Name of the Bank) Signature of authorized Bank official

Name: Designation Stamp/ Seal of the Bank Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness

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.)

Undertaking on Legal Actions / Civil Lawsuits / Litigation / Arbitration by the Vendor
[On the Letter head of the Applicant]

Date:

To
The Regional Director
Reserve Bank of India
15, N S Road Kolkata - 700 001

Ref: Application for _____

Madam,

1 I/We (Name of the vendor) 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 vendor) 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 Application for Empanelment.

(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 Vendor
with Rubber Stamp

Date:

Place:

Letter of Undertaking on Bidder's Letter Head

To
The Regional Director
Reserve Bank of India
15, N S Road Kolkata - 700 001

Name of the bidder _____

Name of the tender _____ Due date: _____

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 the Code on Wages, 2019, the Industrial Relations Code 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Services/working Conditions Code, 2020, the Bank's Liability Act, 1938, Child Labour (Prohibition and Regulation) Act, 1986, Sexual Harassment of Women at Services/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 Minimum Wages Act 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 the services for providing ALS ambulance and as any other Points considered by our Agency.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

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

(To be submitted by the bidder on their letterhead)

Name of Work:.....

1. I/We (Name of the bidder) declares that
 - a) I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on(last date of submission of bid).
 - b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - c) 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, 2017as on last date of submission of the bid.)
 - d) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declares that I/we or our allied firm*(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective upto(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

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

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

Details of Expected Value of e-Tender, Turnover required, amount of Performance Bank Guarantee (PBG), Earnest Money Deposit (EMD) and Solvency Required

Expected Value of e-Tender	Turn over required for eligibility	Amount of Performance Bank Guarantee	Amount of EMD to be Submitted till submission of PBG*	Amount of Minimum Solvency required
₹30,00,000 (Rupees Thirty Lakh)	₹12,00,000 (Rupees Twelve Lakh)	₹1,50,000 (Rupees One Lakh Fifty Thousand)	₹60,000/- (Rupees Sixty Thousand)	₹30,00,000 (Rupees Thirty Lakh)

***Amount of EMD (Earnest Money Deposit) will be refunded on submission of PBG (Performance Bank Guarantee).**

Detailed address of Reserve Bank of India, Kolkata Regional Office.

Reporting Venue	Detailed Address	Operating Hours*
Main Office Premises Dispensary (MOPD)	Reserve Bank of India, Kolkata Regional Office, Main Office Premises, 15, Netaji Subhas Rd, Fairley Place, B.B.D. Bagh, Kolkata, West Bengal 700001	Monday to Friday: 9:30 AM to 5:30 PM

*Operating hours may be reviewed by the Bank if required