



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

**NOTICE INVITING TENDER (NIT)
(RBI/Delhi Regional Office/Estate/9/25-26/ET/560)**

E-Tender for Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi

1. Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") invites e-tender for "Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi" from eligible and willing firms/agencies. The estimated annual cost of tender is ₹24,09,000/- (Rupees Twenty - Four lakh Nine Thousand only) including GST. The initial period of Contract will be for one year from the date specified in the Work Order as per laid down Contractual obligations.
2. This is an Open Tender. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing /download will be available from 02:00 PM onwards on October 16, 2025 from the website www.mstcecommerce.com/eprocn/ and is also available on website https://www.rbi.org.in/Scripts/BS_ViewTenders for download.
3. **This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the MSTC portal. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD to the Bank and uploaded the proof in the first e-cover will be considered for opening.** The second e-cover i.e., Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank's schedule of quantities/services required and bidders' price bid to be submitted online on MSTC portal.
4. The duly filled in tender documents shall be uploaded on MSTC website [https://www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/). All Pre-Qualification (PQ) papers shall be uploaded only on MSTC portal and same will be downloaded at the time of opening of second e-cover i.e., Part-I of the tender for examination by the Bank.

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

A	e-Tender no	RBI/Delhi Regional Office/Estate/9/25-26/ET/560
B	Name of Work	Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi
C	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/)
D	Estimated Cost (Annual cost)	Rs. 24,09,000/- (Twenty-Four lakhs Nine Thousand Only) Including GST

E	Earnest Money Deposit	₹48,180/- (Rupees Forty-Eight Thousand One Hundred Eighty only). Further details have been provided at Clause no. <u>12 of Section III (a)</u> of the tender document.
F	Date of NIT available to the parties to download	On October 16, 2025 at 02:00 PM onwards
G	Date and Place of Pre-Bid meeting	November 13, 2025 at 11:00 AM. Venue: Reserve Bank of India, 1 st Floor, Estate Department, New Delhi.
H	Date of starting of online submission of e-tender (EMD, Techno-Commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/	November 13, 2025 at 05:00 PM onwards
I	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	November 25, 2025 at 12:30 PM
J	Date of closing of online Submission of e-tender (Techno- Commercial Bid and Price Bid)	November 25, 2025 at 02:00 PM
K	a. Date and time of opening of first e-cover (containing proof of submission of EMD) b. Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid) c. Date of opening of third e- cover (containing Part II i.e., Price Bid) Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present	a. November 25, 2025 at 03:00 PM b. November 25, 2025, after verification of receipt of EMD in first e-cover c. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno- Commercial Bid) shall be opened on a subsequent date and it would be intimated to qualified bidders through email.
L	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
M	Transaction Fee	Charged by MSTC Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED

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

Regional Director
Reserve Bank of India
New Delhi



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

**NOTICE INVITING TENDER (NIT)
(RBI/Delhi Regional Office/Estate/9/25-26/ET/560)**

E-Tender for Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi

1. Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) invites e-tender for “Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi” from eligible and willing firms/agencies. The estimated annual cost of tender is ₹24,09,000/- (Rupees Twenty - Four lakh Nine Thousand only) including GST. The initial period of Contract will be for one year from the date specified in the Work Order as per laid down Contractual obligations.
2. This is an Open Tender. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing /download will be available from 02:00 PM onwards on October 16, 2025 from the website www.mstcecommerce.com/eprocn/ and is also available on website https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx for download.
3. **This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the MSTC portal. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD to the Bank and uploaded the proof in the first e-cover will be considered for opening.** The second e-cover i.e., Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank's schedule of quantities/services required and bidders' price bid to be submitted online on MSTC portal.
4. The duly filled in tender documents shall be uploaded on MSTC website [https://www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/). All Pre-Qualification (PQ) papers shall be uploaded only on MSTC portal and same will be downloaded at the time of opening of second e-cover i.e., Part-I of the tender for examination by the Bank.

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

A	e-Tender no	RBI/Delhi Regional Office/Estate/9/25-26/ET/560
B	Name of Work	Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi

C	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/)
D	Estimated Cost (Annual cost)	Rs. 24,09,000/- (Twenty-Four lakhs Nine Thousand Only) Including GST
E	Earnest Money Deposit	₹48,180/- (Rupees Forty-Eight Thousand One Hundred Eighty only). Further details have been provided at Clause no. <u>12 of Section III (a)</u> of the tender document.
F	Date of NIT available to the parties to download	On October 16, 2025 at 02:00 PM onwards
G	Date and Place of Pre-Bid meeting	November 13, 2025 at 11:00 AM. Venue: Reserve Bank of India, 1 st Floor, Estate Department, New Delhi.
H	Date of starting of online submission of e-tender (EMD, Techno-Commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/	November 13, 2025 at 05:00 PM onwards
I	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	November 25, 2025 at 12:30 PM
J	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	November 25, 2025 at 02.00 PM
K	a. Date and time of opening of first e-cover (containing proof of submission of EMD) b. Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid) c. Date of opening of third e-	a. November 25, 2025 at 03:00 PM b. November 25, 2025, after verification of receipt of EMD in first e-cover c. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-

	<p>cover (containing Part II i.e., Price Bid)</p> <p>Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present</p>	Commercial Bid)—shall be opened on a subsequent date and it would be intimated to qualified bidders through email.
L	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
M	Transaction Fee	<p>Charged by MSTC</p> <p>Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED</p>

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

Regional Director
Reserve Bank of India
New Delhi



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

Part - I

**E-Tender for Supply of potable Water through Tankers at RBI Officers' Colony,
Vasant Vihar, New Delhi**

Name of Bidder:

Postal Address with Pin code:

Phone /Fax / Mobile No.:

Email Address:

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DISCLAIMER

Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") has prepared this document to give background information on tender for "Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi" to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Bank in submitting the tender for 'Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi'. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any bidder submitting the tender. No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender for "Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi". In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

Section I : Schedule of Tender (SOT)

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

Sl. No.	Item	Details
1.	e-Tender No	RBI/Delhi Regional Office/Estate/9/25-26/ET/560
2.	Tender Inviting Authority	Regional Director Reserve Bank of India Estate Department New Delhi Tel No.: 011-23353075 Email id: gpcnewdelhi@rbi.org.in
3.	Name of work	E-Tender for Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi
4.	Location	RBI Officer Colony, Vasant Vihar, as detailed in the Scope of Work (<u>Section IV(a)</u>)
5.	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.
6.	Estimated annual cost of tender (including Taxes)	₹ 24,09,000/- (Rupees Twenty-Four Lakh Nine Thousand only)
7.	Date of NIT available to the parties to download	On October 16, 2025 at 02:00 PM onwards
8.	Date and Place of Pre-Bid meeting	November 13, 2025 at 11:00 AM. Venue: Reserve Bank of India, 1 st Floor, Estate Department, New Delhi.
9.	Earnest Money Deposit	₹48,180/- (Rupees Forty-Eight Thousand One Hundred Eighty only). Further details have been provided at Clause no. <u>13 of Section III (a)</u>
10.	Date of starting of online submission of e-tender (proof of EMD, Techno-	November 13, 2025 at 05:00 PM onwards

	Commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/	
11.	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	November 25, 2025 at 12.30 PM
12.	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	November 25, 2025 at 02.00 PM
13.	Date and time of opening of first e-cover (containing proof of submission of EMD)	November 25, 2025 at 03:00 PM (in the presence of the authorized representative of the bidders who choose to be present)
14.	Date and time of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid)	November 25, 2025, after verification of receipt of EMD (in the presence of the authorized representative of the bidders who choose to be present)
15.	Date of opening of third e-cover (containing Part II i.e., Price Bid)	Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)-shall be opened on a subsequent date and it would be intimated to qualified bidders through email. (in the presence of the authorized representative of the bidders who choose to be present)
16.	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

Section-II

Important instructions regarding E-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is MSTC Limited.

Bidders are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting their online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with
[https://www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/)

Register as Vendor -- Filling up details and creating own user id and password
→Submit. For further details, go to Download Guide / Video / Registration.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details (MSTC Ltd.):

a) **MSTC HO Central Help Desk No.: 07969066600**

Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all Working Days for all Technical issues e-Tenders, System settings etc.

b) **Contact person (North Regional Office – Delhi):**

(i) Ms. ARCHANA, MANAGER, MSTC Ltd., NRO
Mobile- 9990673698
Email- nroopn10@mstcindia.in

(ii) Mrs. RUPALI PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO
Mobile – 9458704037,

- (iii) Email – nroopn11@mstcindia.in
 Mr. MANOJ PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO
 Mobile – 9727700986,
 Email - nroopn8@mstcindia.in

Address	Mail ID	Contact
30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002	mstcnro@mstcindia.in	(011) 23212357, (011) 23215163, (011) 23217850

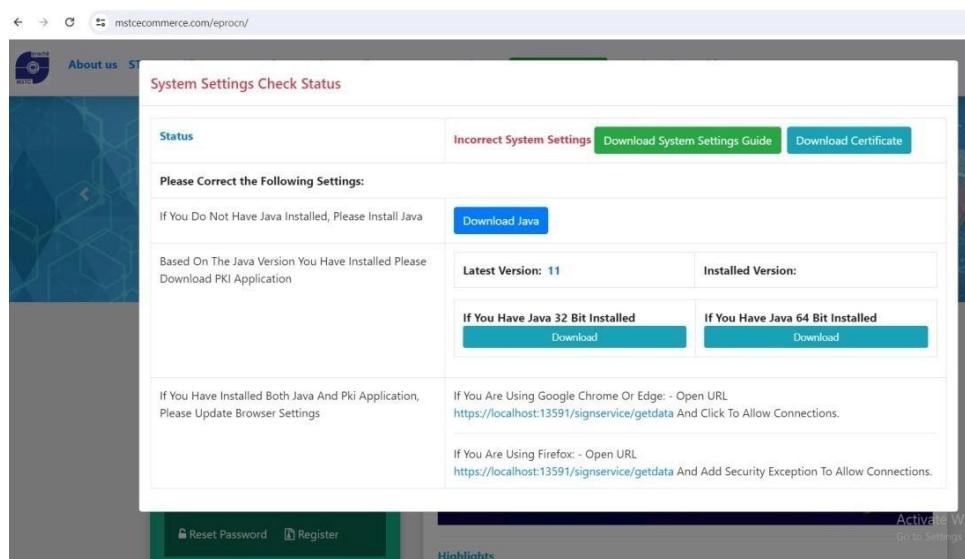
(iv) **Contact person at RBI, New Delhi**

- i. Basab Bhattacharya, Manager
 Contact No.: 9810605806
 Email: bbhattacharya@rbi.org.in
- ii. Mahendra Kumar Bagariya
 Contact No.: 9887842092
 Email: mahendrabagariya@rbi.org.in

Guide for application process-

1. System Requirement:

For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <https://www.mstcecommerce.com/eprocn/>



2. Special Note towards Transaction fee:

The vendors shall pay the transaction fee to MSTC using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Bidder/Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On

selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.

Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the transaction fee.

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

3. The vendors are required to ensure that their corporate email-ID provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).
4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use "Upload Documents" link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through "Attach Document" link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any, are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <https://www.mstcecommerce.com> → e-procurement → New Common Portal → Login → Bid Floor Manager → live event → Selection of the live event → Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and "Common Terms" tab enabled in their login.

Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the “Attach Documents” and/or saving “Common Terms” step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the “Price Bid” link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.

NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding Contract between Buyer and the Bidder for execution of supply/work. Such successful Bidder shall be called hereafter SUPPLIER/CONTRACTOR.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her acceptance of terms and conditions for the e-Tender.

k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

Section III – General Rules and Instructions to Bidders

Section III (a) - General Instructions to bidders

1.	<p>Bids in Three cover /Two bid system</p> <p>i. The tender is in three e-covers viz. the first e-cover shall contain proof of submission of EMD, second e-cover shall contain duly filled tender part I (Techno-commercial bid), complete eligibility criteria, details, etc. and the third e-cover shall contain duly filled in tender part II (Price bid). The bidders are required to submit their bids (the three e-covers) electronically on the MSTC Portal, using valid Digital Signature Certificates.</p> <p>ii. The instructions given above under “Important instructions regarding e-tender” (<u>Section II</u>) are meant to assist the bidders in registering on the MSTC Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MSTC Portal. The duly filled-in tenders, as above, can only be submitted on MSTC Portal not later than the date and time for receipt of tender (as specified in NIT / Schedule of e-tender).</p>
2.	<p>Definitions</p> <p><u>Clause 1 of Section IV (b)</u> details Definitions which shall apply to the entire Tender Document.</p>
3.	<p>Shortlisting of bidders for opening part II of the tender</p> <p>The Part-I (Techno-Commercial bid) of the bidders who fulfil the eligibility requirement provided in <u>Section III(b)</u> will be evaluated as per the evaluation process provided in <u>Section III(c)</u>. Only bidders who qualify in Part – I (Techno-Commercial Bid) will be eligible for the opening of third e-cover i.e., Part-II (Price bid).</p>
4.	<p>Clarifications and pre-bid meeting</p> <p>i. Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting. The queries should be sent before the commencement of the pre-Bid meeting.</p> <p>ii. The bidders’ designated representatives are invited to attend a pre-Bid meeting on the date indicated in SOT. The purpose of the meeting will be to clarify issues and to answer queries which may be raised at that stage. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting.</p> <p>iii. The minutes of the pre-bid meeting will be published on the RBI website and MSTC only and the same shall be binding on all the bidders.</p>

	Any tender received with any deviation/ Condition is liable for rejection.
5.	<p>Site Visit</p> <p>The bidder is required to provide services Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi as indicated in this document {<u>Section-IV (a)</u>} and is advised to visit and acquaint himself with the site conditions. The cost of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to all the premises and is aware of the operational and site conditions prior to the submission of the tender documents.</p>
6.	<p>Amendment to Tender document</p> <p>At any time prior to the deadline for the submission of tender/bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective bidder, modify any part of the tender document by an amendment and the same will be uploaded on RBI's website (https://website.rbi.org.in/web/rbi/tenders).</p> <p>The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document.</p> <p>(iii) To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.</p>
7.	<p>Debarment</p> <p>A bidder is liable for debarment/disqualification from bidding on the following grounds:</p> <p>(1) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:</p> <p>(i)</p> <ul style="list-style-type: none"> a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process. b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process. d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain. e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution

	<p>process of Contract: which can affect the decision of the procuring entity directly or indirectly.</p> <p>f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.</p> <p>g. obstruction of any investigation or auditing of a procurement process.</p> <p>h. making false declarations or providing false information for participation in a tender process or to secure a Contract.</p> <p>(ii) failed to disclose conflict of interest.</p> <p>(iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.</p>
(2)	For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
(3)	If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code/ Bharatiya Nyaya Sanhita 2023 (BNS) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement Contract.
	The bidder has to submit an undertaking in the format provided in Annexure VI .
8.	<p>Documents Comprising the Bid</p> <p>The Tender shall comprise the following:</p> <p>First e-cover (Online Submission Only) –</p> <p>Details of Earnest Money Deposit (EMD) submitted as specified at NIT / Schedule of e-Tender.</p> <p>Second e-cover i.e., Part I (Techno-Commercial Bid)- (Online submission Only)</p> <p>Checklist as specified in Section III(d).</p> <p>Power of Attorney (as per proforma given in Annexure-III) in favor of person signing the tender/bid.</p> <p>Duly filled-in and signed tender document consisting of:</p> <p>(a) Part I: Techno-Commercial bid viz., entire Tender Document (excluding Part-II) duly signed. <u>Each page of the tender document shall be signed.</u></p> <p>Duly filled in, signed and certified as stated in each document / formats/Annexures.</p> <p>Third e-cover i.e., Part-II (Price Bid) (Online Submission Only)</p>

	Part – II (Price Bid) must be submitted online on MSTC portal using valid digital signatures.
9.	<p>Preparation of bid and Cost of bidding</p> <p>i. The bidder must obtain for himself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the purpose of making a tender and for entering into a Contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.</p> <p>ii. The bidder shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the bidders, the general and specific conditions of Contract, and carried out his/her own investigations to arrive at the rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy.</p> <p>iii. Bids and all accompanying documents shall be in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.</p>
10.	<p>Format to be used</p> <p>The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in MSTC portal. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. All requisite information, documents etc. shall also be uploaded on the MSTC portal only.</p>
11.	<p>Filling of rates</p> <p>i. The amount for each item should be worked out and requisite totals should be given in the specified column.</p> <p>ii. In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the tender shall be considered incomplete and shall not be considered.</p> <p>iii. No advice of any change in rate or conditions after the opening of the tender will be entertained.</p>
12.	<p>Earnest Money Deposit</p> <p>i. Bidders are required to submit Earnest Money Deposit (EMD) for ₹48180/- (Rupees Forty-Eight Thousand One Hundred Eighty only) and the proof of its submission must be uploaded in the first e-cover of the tender on MSTC portal.</p>

- ii. EMD is to be submitted only through one of the following modes –
- Through NEFT to the following account (preferably):

Beneficiary: Reserve Bank of India, New Delhi
Account No.: 186003001
IFSC Code: RBIS0NDPA01 (Please read 5th and 10th character of IFSC as zero)

In remarks, the name of the bidder and tender number should be mentioned.
 - Through Demand Draft/ Banker's Cheque from a Scheduled Bank drawn in favour of Reserve Bank of India, New Delhi
 - Through Bank Guarantee from a Scheduled Bank as per Annexure VIII drawn in favor of the Reserve Bank of India, New Delhi (validity of the Bank Guarantee shall be at least upto validity of the tender as per Clause 20 of this Section III(a)).
- iii. EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to Assistant General Manager (Administration)/Designated Officer of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.
- iv. Under no circumstances EMD will be accepted in any other form than stipulated above. Further, EMD submitted in account of another Office of the Bank shall not be considered. Scanned copy of Demand Draft/ Banker's Cheque/ Bank Guarantee has to be uploaded as proof of submission in first e-cover.
- v. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD before the due date and uploaded the proof in the first e-cover, will be considered for opening.
- vi. **Release of EMD:** The EMD of bidders other than successful bidder shall be returned/refunded on expiry of bid validity (including extended validity) as per clause 19 of Section III(a) or on award of work to the successful bidder whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released after submission of Performance Bank Guarantee (PBG) as per Clause 4 of Section IV(b).
- vii. **Forfeiture of EMD:** The EMD will be forfeited.
- if the bidder withdraws bid after opening of the Price Bid
 or
 - if the successful bidder fails to commence the work awarded to her/him within the prescribed time limit
 or

	(c) fails to execute the agreement or produce PBG
13.	<p>Undertaking on Legal Actions / Litigation / Arbitration by the Bidder</p> <p>The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the Tender Document, it shall provide details of the action(s). The bidder shall also provide details of works where civil lawsuit / litigation/ arbitration cases were/are initiated. The bidder shall give the above details as per proforma given in Annexure VII.</p>
14.	<p>Signing of Bid, Power of Attorney</p> <ul style="list-style-type: none"> i. Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney shall be as per Annexure III. ii. Each of the tender documents should be digitally signed by the authorised person submitting the tender in token of his/her acquainted himself/herself with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.
15.	<p>Modification / Substitution/ Withdrawal of Bids</p> <p>No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.</p>
16.	<p>Bid Due Date</p> <p>Bids should be submitted online on MSTC portal on or before the stipulated time and date as specified in NIT / Schedule of e-Tender. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.</p>
17.	<p>Late bids</p> <p>No bid will be accepted after the due date and time specified for submission of bids in NIT / Schedule of e-Tender or after the extended Bid due date, if any.</p>
18.	<p>Opening of bids</p> <ul style="list-style-type: none"> i. Duly filled first e-cover, second e-cover i.e., Part-I (Techno-Commercial Bid) of the tender, will be opened on MSTC portal on the time and date, as specified in NIT / Schedule of e-Tender in the presence of authorized representatives of the bidders who choose to be present. ii. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid), shall be opened on a subsequent date

	after scrutiny of documents submitted for the Techno-Commercial Bid and it would be intimated to qualified bidders through email.
19.	<p>Bid Validity</p> <p>Tender shall remain valid for acceptance by the Bank for a period of <u>three months (90 days)</u> from the date of opening of the tender (Part I), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.</p>
20.	<p>Evaluation of bids</p> <p>The Bank will examine and evaluate bids as per clauses of <u>Section III (c)</u>.</p>
21.	<p>Acceptance of Tender and Award of Work</p> <p>(i). On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign the Contract consisting of: -</p> <p>(a) Articles of agreement in format prescribed in <u>Annexure X</u> (to be signed in Bilingual form) on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper/s shall be borne by the Contractor. One certified copy of the agreement will be handed over to the Contractor by the Bank.</p> <p>(b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondence leading thereto.</p> <p>(ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Format (to be signed in Bilingual form).</p> <p>(iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently.</p> <p>(iv) The successful bidder shall take over the entire work within five days of notification of award of work or later as decided by the Bank.</p>
22.	<p>Performance bank Guarantee</p> <p>Performance Bank Guarantee (PBG) for an amount equal to five per cent of the Contract Amount from a scheduled bank in the proforma at <u>Annexure XI</u> or an amount equivalent to PBG through online mode (NEFT / RTGS) shall be submitted by the successful bidder within 14 days of award of work. Further details of the PBG are provided in <u>clause 4 of Section IV(b)</u>.</p>
23.	<p>Taxes / Duties / Levies</p> <p>i. The estimated cost includes all taxes including Goods and Service Tax (GST)</p>

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

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

Date:
Seal)

Authorized Signatory (With Name/Designation and

Section – III (b) Eligibility Criteria

The present tender is being invited for Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi under which the Outsourcing Agency (hereinafter referred to as "Bidder") shall provide services to Reserve Bank of India New Delhi (hereinafter referred to as "the Bank") as indicated in section IV(a) of this document. The eligibility criteria shall be as under:

Criteria	Requirement	Forms / Documents to be furnished
1. Composition of the firm/ organization:	<p>The bidder can be Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.</p> <p>Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished.</p> <p>Joint Ventures are not allowed</p>	<p>Tenderer should fill up information in Format 1 annexed hereto and submit along with the following supporting documents.</p> <ul style="list-style-type: none"> (i) Copy of registration certificate/Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed/other relevant document/s (ii) Power of Attorney in Annexure III
2. Duration of past experience	<p>(i) The bidder should have a minimum of five years of experience in executing similar services (Supply of potable water through tanker to any Govt / private Institution) during the last five years ending <u>September 30, 2025</u>.</p>	<p>(i) Bidder should fill up the information in Format 2 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 minimum five years of experience of completed similar work/s viz. copies of detailed work order/s indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s). For works executed for government /public sector</p>

		<p>companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii)The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.</p>
3. Minimum value of each completed similar work/s*	<p>The bidder must have experience of successfully providing similar services (<u>Supply of potable water through tanker to any Govt / private Institution</u>) during last 5 years ending <u>September 30, 2025</u>, of value as under:</p> <p>(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated annual cost of the tender. Or</p> <p>(b) Two similar completed works each costing not less than amount equal to 50% of the estimated annual cost of the tender. Or</p> <p>(c) One similar completed work costing not less than the amount equal to 80% of the estimated annual cost of the tender.</p>	<p>Tenderer should fill up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s.</p> <p>(i) Copies of detailed work order/s for qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) in case of works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) in case of works executed for private companies.</p> <p>(ii) Client certificate/s for each of the qualifying work as per the Format 3A annexed hereto. It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned</p>

		<p>in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and may reject such bids.</p> <p>Also, if the bidder has served at any office of RBI in the past or provided service at any office of RBI, it is mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.</p>
4. Annual Financial Turnover	The bidder shall possess minimum Annual Financial Turnover of estimated annual cost of this tender or more during the last three financial years viz. 2021-22, 2022-23 and 2023-24.	<p>The bidder should fill up the information in <u>Format 4</u> annexed hereto and be certified by Chartered Accountant to be submitted along with the following documents:</p> <p>(i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for number of financial years as referred to in <u>Format 4</u>.</p> <p>(ii) Copies of the Income Tax Returns for the last three financial years viz. 2021-22, 2022-23 and 2023-24.</p>
5. Solvency	The bidders should have a Solvency of value not less than 100% of estimated annual cost of tender.	<p>(i) The bidder should furnish a solvency certificate issued by the bidder's banker specifically issued for this work in Format 5.</p> <p>(ii) Bidder should submit details of their Banker in Format 5A.</p>
6. Local Presence of at least one year	The bidder should have an office at the place of Contract i.e., NCT of Delhi with sufficient manpower to take care of day-to-day operational issues.	The bidder shall submit documentary proof in support of having an office in NCT of Delhi.
Notes:		

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

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

Date:
Seal)

Authorized Signatory (With Name/Designation and

Section III (c) Evaluation of Bids

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (b) after opening the second e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD before the due date and uploaded the proof in the first e-cover.
2. The bidders must submit all the requisite documents prescribed in the tender document in the second e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank.
3. The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
4. To assist in the examination, evaluation and comparison of the bids, the Bank may ask bidders individually for clarifications. Any clarification submitted by a bidder, that is not acceptable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing/email. Communication, if any, in this regard shall only be made to the e-mail ids 'gpcnewdelhi@rbi.org.in' and Estatenewdelhi@rbi.org.in. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
5. If a bidder does not provide clarification/s of its Tender by the date and time set in the Bank's request, its Tender shall be liable to be rejected.
6. The third e-cover i.e., Part II (price bid) of all the bidders who qualified in Part - I (Techno-Commercial bid) will be opened for financial evaluation. The firm with the lowest price (L1) shall be considered for the award of contract.
7. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest annual turnover in FY 2023-24 shall be considered for the award of contract.
8. The Bank is, however, not bound to accept the lowest or any tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

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

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

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

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

Sl. No.	Checklist	Submitted/ Not submitted	Remarks
To be submitted in the first e-cover			
1.	Submission of Earnest Money Deposit (upload scanned copy of proof of submission of EMD in first e-cover). Note: EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to AGM(Administration) /designated officer of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.		
To be submitted in second e-cover i.e., Part I (Techno-Commercial Bid)			
2.	Form of tender (Annexure I)		
3.	<u>Format 1 of Annexure II</u> (duly signed and stamped)		
4.	Copy of registration certificate/ Memorandum/ Articles of Association/ Certificate of Incorporation/ Partnership Deed/ other relevant document in support of <u>Item 1 of Section III(b)</u>		
5.	Power of Attorney in Annexure III		
6.	Self-attested copy of GST registration.		
7.	Self-attested copy of the PAN card issued by the Income Tax Department		
8.	<u>Format 2 of Annexure II</u> : Proof of past experience as per <u>Item 2 of Section III(b)</u>		
9.	<u>Format 3 of Annexure II</u> : Proof of eligible works as per <u>Item 3 of Section III(b)</u>		

10.	Client certificate in <u>Format 3A of Annexure II</u> as per Item 3 of Section III(b)		
11.	<u>Format 4 of Annexure II</u> duly signed by the bidder and certified by Chartered Accountant		
12.	Income Tax Returns and the latest final accounts of the business of the Contractor for the last 3 financial years up to FY 2023-24 duly certified by a Chartered Accountant		
13.	<u>Format 5 of Annexure II</u> in the letterhead of the bidder's bank		
14.	Details of Bidder's bank in <u>Format 5A of Annexure II</u>		
15.	Letter of undertaking to Regional Director, RBI New Delhi (<u>Annexure -IV</u>)		
16.	Undertaking on Declaration of Debarment (in format given in <u>Annexure VI</u>)		
17.	Signed Undertaking on Legal Actions / Litigation / Arbitration by the Bidder (in format given in <u>Annexure VII</u>)		
18.	Tender documents signed and stamped (Part-I)		
19.	Any other document as specified in the NIT and tender.		
20.	Checklist of documents to be uploaded {Section III(d)}		
21.	Any other information the bidder wishes to furnish.		

Date:

Authorized Signatory (With Name/Designation and Seal)

Section- IV General and Specific Conditions of Contract

Section IV (a) - Scope of work and services

1. The Contractor shall have to supply potable water to RBI Officer Colony Vasant Vihar.

(i)	Quantities mentioned in the tender are approximate and the same may vary as per requirement/s. On an average, 8 tankers of water of approx. 10,000 litres capacity each may be required per day.
(ii)	Water Tankers should be well maintained, painted etc., as per specifications for transportation / carrying of potable water, with valid permits, pollution under control certificate, insurance of vehicle/tankers, Registration Certificate (RC), etc. The drivers of the tankers shall have valid driving licence/s. The drivers and helpers should maintain proper hygiene.
(iii)	The quantity shown in BOQ are indicative only. The final payment shall be made on the basis of actual supply done at colony.
(iv)	Contractor are advised to visit the site to understand the scope of work/supply before quoting their rates.
(v)	Water tankers along with hose pipe etc., shall be maintained in perfect hygienic condition.
(vi)	The quoted rates shall be inclusive of all taxes etc.
(vii)	On checking of water supplied through tanker/s, if found less than 10000 litres in any tanker then no cost will be paid for particular tanker. The receipt of each tanker should be signed by ACT / Security Guard of the colony.
(viii)	Payment shall be made on monthly basis. All delivery challan shall be duly verified by the Bank's Caretaker.
(ix)	Liaison with Delhi Jal Board (DJB) regarding arrangement of advance demand notice towards water filling charges, etc., shall be made by the contractor at no extra cost and he shall be responsible for continuous and regular supply of water in the colony without any interruption / breakage etc.
(x)	First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place by the Contractor. An injured person shall be taken to a public hospital without loss of time by the Contractor, in cases where the injury necessitates hospitalisation. Suitable and strong ladder should be provided for workmen for safely be done from ground

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

Date:
Seal)

Authorized Signatory (With Name/Designation and

Section IV (b) Terms and Conditions of the Contract

Sl. No.	Clauses
1.	<p>Definitions</p> <p>(a) The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the Bank and the Contractor, together with the documents referred to therein including the General and Specific Conditions of the Contract, General Rules and Instructions to Bidders, correspondences exchanged, and instructions issued from time to time by the Bank. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.</p> <p>(a) In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -</p> <ul style="list-style-type: none"> i. "Agreement" means the agreement signed between the Contractor and the Bank for the execution of the work. ii. "<u>Site</u>" means <u>(RBI Officer Colony, Vasant Vihar)</u>. iii. "<u>Work</u>" <u>(Supply of potable water through Tanker at RBI Colony Vasant Vihar) as per Section IV (a).</u> iv. "The Bank" means Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001. v. "Tender document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work. vi. "Day" shall mean Calendar Day vii. "Working Day" shall mean days when the Bank's office is working i.e., Days excluding public holidays, Saturdays, and Sundays. viii. "Month" shall mean the calendar month. ix. "Year" shall mean Financial Year x. "Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document. xi. "The Contractor" shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. xii. "The Authorized representatives of the Bank" means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work. xiii. "Contract Amount" shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.

	<p>xiv. "Notice in writing or written notice" shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.</p> <p>xv. "Writing" includes any written paper document, e-mail correspondence and any electronic message.</p> <p>xvi. "Commencement of work" shall mean the date specified as 'commencement date' in the work order.</p>
2.	<p>Sufficiency of Tender</p> <p>The Contractor shall be deemed to have satisfied himself/herself before bidding as to the correctness and sufficiency of his/her tender for the works and of the rates and prices quoted in the Price Bid, which rates and prices shall, except as otherwise provided, cover all his/her obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>
3.	<p>Contract Period</p> <p>(a) The Contract would initially be valid for one year from the date specified in the Work Order, unless earlier terminated in accordance with the termination clause. Bank may foreclose this contract if alternate arrangement of water supply is made by Delhi Jal Board by way of supplying water supply through the pipelines or their own tankers.</p> <p>(b) This Contract may be considered for further renewal for maximum two years (for one year or lesser period at one time) on the same terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank. If the services are found satisfactory, Bank at its option may renew the said contract. The contract shall be renewed on the basis of increase in fuel price (CNG) between the date of award and date of renewal. The % increase in fuel prices shall be applied on the basic initial contract price (after deducting the GST). The renewed rate may increase / decrease depending upon the prices of fuel.</p> <p>(c) The Contractor must submit a fresh Agreement, Performance Bank Guarantee, and Insurance policies for the renewed Contract amount, valid for the duration of the renewed Contract period, in case the Contract is renewed or extended.</p> <p>(d) The tanker so deployed must have GPS tracking device .</p>
4.	<p>Performance Bank Guarantee</p> <p>(a) The Contractor shall submit an irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank in prescribed format (Annexure-IX) for successful execution of the Contract (having a validity period of further 60 days from the expiry of the Contract) within 14 days of receipt of 'Letter of Award' for an amount equal to five per cent of the Contract Amount (inclusive of GST) as Bank Guarantee in favor of Reserve Bank of India, New Delhi.</p>

	<p>i. Time allowed for submission of PBG from the date of award of work – 14 days.</p> <p>ii. Maximum allowable extension of time for submission of PBG beyond the period specified in (i) above without penalty – 7 days.</p> <p>iii. Maximum allowable extension of time for submission of PBG beyond the period specified in (ii) above with late fee @ 0.1 per cent of the amount of Performance Guarantee per day – 7 days.</p> <p>(b) Release of PBG: The PBG shall be released without interest after six months of completion of the Contract Period only after being satisfied of the successful completion of the Contract and no liabilities from the Contractor or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.</p> <p>(c) Forfeiture of PBG: PBG shall be forfeited in case of;</p> <ul style="list-style-type: none"> (i) Non-commencement of work, (ii) non-performance of Contract obligations or failure to comply with any of the conditions of the Contract. (iii) in the event of the Contract being terminated under provision of any of the Clause/Condition of the agreement.
5.	<p>Contractor's Responsibility towards Deployed Personnel</p> <p>(a) The <u>staff</u> deployed by the Contractor for the <u>works/ services</u> mentioned in “Scope of Work” (<u>Section</u> IV (a)) shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him/her.</p> <p>(b) The Contractor shall be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Bank informed of all development in this regard.</p> <p>(c) The Contractor shall pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this respect.</p> <p>(d) The Contractor shall not permit or carry on any unlawful activity or create indiscipline in the Bank's premises.</p> <p>(e) On expiry of the agreement, the Contractor shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank, so that no liability or obligation devolve on the Bank.</p>
6.	<p>All relevant Statutory Laws to be complied by the Contractor</p> <ul style="list-style-type: none"> • The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz. • Child Labour (Prohibition and Regulation) Act, 1986.

	<ul style="list-style-type: none"> • Maternity Benefits Act, 1961. • Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 • and/or any other Rules/Regulations and/or Statutes that may be applicable to them. <p>(a) The <u>deployed staff/workers other personnel</u> shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract.</p> <p>(b) The Contractor should be registered with the concerned authorities of Labour Department under the Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).</p> <p>(c) The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and all other applicable laws.</p> <p>(d) The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.</p>
7.	<p>Levy/Taxes payable by Contractor</p> <p>(a) Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this Contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in respect of the same.</p> <p>(b) The Bank is not responsible for payment of GST for the service rendered by the Contractor. It is the responsibility of the Contractor to pay the GST to the tax authority. The Contractor shall strictly comply with submission of GST and other returns also. The documentary evidence should be submitted to the Bank as per extant instructions.</p> <p>(c) Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted from the monthly bills payable to the Contractor as applicable and the Bank will not entertain any claim whatsoever in respect of the same.</p>
8.	<p>Payment Terms</p> <p>a) The Contractor shall raise the bill on a monthly basis (first week of subsequent month) and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents as follows:</p> <ol style="list-style-type: none"> i. <u>Delivery challan of water tanker certified by Bank's caretaker.</u> ii. Statement evidencing the deposit of GST. <p>b) A declaration stating that compliance to all Statutory Acts have been made. The declaration shall be on the contractor's letter head duly signed by the authorised signatory along with the bill stating that "<i>All statutory payments have been made to the Govt. pertaining to the ongoing contract with the Bank and complete salary payment has been made in full to all the staff deployed at RBI locations as per the minimum wages act, 1948</i></p>

	<p><i>and as per the contract. All Govt. rules and guidelines issued from time to time pertaining to employment of labours are being adhered to.” Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the documents as above are not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of wages to people deployed by the Contractor has been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this Contract. Bills shall be settled after deducting all applicable statutory taxes i.e., Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.</i></p> <ul style="list-style-type: none"> c) The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever. d) The Bank will pay the agreed amount on performance basis, inclusive of all taxes based on monthly bills submitted by the Contractor. No other charges of any kind shall be payable. No separate travelling expenses will be paid by the Bank to any staff or Contractor's officials for visiting Office of the Bank at New Delhi. The TDS, if applicable, will be deducted by the Bank. e) In case of any complaint regarding non-compliance of any statutory payments, the same shall be withheld from the bill without prejudice to the Bank's right to terminate the Contract.
9.	<p>Subletting of Work</p> <p>The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned <u>or sublet without the prior written consent of the Bank</u>, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.</p>
10.	<p>Penalty Clauses/Liquidated Damages</p>

	The penalty clauses have been detailed in <u>Section IV (c)</u> .
11.	<p>Insurance in respect of damages to Persons and Property</p> <p>(a) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.</p> <ul style="list-style-type: none"> i. Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk. ii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details: <ul style="list-style-type: none"> • For injury to persons – Rs 2 Lakh per person per accident • For damage to property – Rs 5 Lakh per accident for a ceiling of <u>Rs 25 Lakh. (Values as per requirement of the tender)</u> <p>(b) <u>All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work).</u> For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.</p> <p>(c) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.</p> <p>(d) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.</p> <p>(e) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.</p> <p>(f) Copy of the insurance policy is to be submitted to the <u>before commencement of work (within 14 days of award of work)</u>, failing which the Bank reserves the right to terminate the Contract.</p> <p>(g) The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.</p> <p>(h) The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.</p>
12.	<p>Loss to Property of the Bank</p> <p>Any loss caused to any property of the Bank due to negligence of personnel so deployed shall be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority (<u>CA who shall be General Manager, Estate</u></p>

	<p><u>Department, Reserve Bank of India New Delhi</u>. However, the Contractor will have the right to appeal to the Regional Director whose decision shall be final in the matter.</p>
13.	<p>Indemnity Clause</p> <p>(a) The Contractor shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:</p> <ul style="list-style-type: none"> i. Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or ii. Non-performance of the terms and conditions of the Contract; or iii. Breach of the representations and warranties made by the Contractor; or iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor. v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise. vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them. <p>(b) The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.</p>
14.	<p>Non-Disclosure Clause</p> <p>a. The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its</p>

	<p>employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies.</p> <p>b. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.</p> <p>c. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
15.	<p>Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013</p> <p>a. The Contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>b. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>c. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved.</p> <p>d. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p> <p>e. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>
16.	<p>Termination of Contract (<i>Clause may be modified as per requirement of the tender</i>)</p> <p>a. Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank's discretion.</p> <p>b. Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by <u>giving</u> notice in writing shall determine the Contract in any of the following cases:</p>

- (i) If the Contractor has abandoned the Contract.
- (ii) If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon.
- (iii) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.
- (iv) If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelisation etc.
- (v) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.
- (vi) If the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.
- (vii) If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.
- (viii) If the Contractor assigns or sublets this Contract without the prior written consent of the Bank (only if applicable).

Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works/services to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the

	Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.
17.	Termination of Contract by Contractor
	If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing, requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by giving notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed. The Contractor shall however continue to discharge the Contractual obligation during the notice period unless dispensed by the Bank.
18.	Termination of Contract in case of death of Contractor
	Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without any liability for such termination and compensation to the Contractor.
19.	Force Majeure conditions
	<p>(a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.</p> <p>(b) Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations.</p> <p>(c) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.</p>
20.	Settlement of Disputes and Arbitration
	<p>(i) All disputes arising under the Agreement shall be settled amicably through discussions between the parties</p> <p>(ii) The unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall</p>

	continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.
21.	Jurisdiction of Court All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.

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

Date:

Authorized Signatory (With Name/Designation and Seal)

Section IV (c)- Penalty Clause /Liquidated Damages

11. 1. Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor is given seven (07) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that such withheld amount shall not incur any interest.

2. Deductions from Payment: The Bank may deduct from the Contractor's Bill, amounts on account of claims of penalty), costs or claims, losses, damages, defective services carried out by the Contractor etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Contractor. In case the Contractor fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Contractor's Bill, and this right is in addition to any other right available to the Bank under this Agreement. **If the vendor fails to supply adequate amount of water (daily water demand) or if the quantity of water supplied in each tanker is found less than 10,000 liters, Rs. 1000 per tanker will be deducted from the monthly payment of vendor on each such instance. Further Penalty, if any imposed by Delhi Jal Board shall be deducted from the bills of the vendor.**

Implementation: The above-mentioned requirement is to be monitored by the Estate Department, Reserve Bank of India, New Delhi and process the penalties if any.

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

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

Annexure – I Form of Tender

Place:

Date:

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

Dear Sir/Madam,

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

MEMORANDUM

NIT No / e-Tender no.	No.:
Name of the Work:	Providing _____.
Estimated annual cost of the tender	Rs.24,09,000/-
Earnest Money Deposit (EMD)	Rs.48,180 /- (Rupees Forty-Eight thousand One hundred Eighty only)
Performance Bank Guarantee (PBG)	Performance Bank Guarantee for an amount equal to five per cent of Contract value from a scheduled Bank
Contract Period	The Contract would initially be valid for the period of one year from the date specified in the Work Order

- 2.** We agree to keep the tender open for the validity period specified in Section III (a) of the tender and not to make any modification in its terms and conditions during the validity period or any other renewed/extended period as agreed mutually.
- 3.** A sum of Rs.48,180 /- (Rupees Forty-Eight thousand One hundred Eighty only)) mentioned as Earnest Money Deposit in NIT/SoT is hereby submitted in the form specified therein and its proof is uploaded in first e-cover on MSTC portal. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Section IV(b), I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely. Further, if I/We fail to commence work as specified in Section III(a), I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
- 4.** Further, I/We agree that in case of forfeiture of Earnest Money Deposit or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.
- 5.** I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.
- 6.** I/We hereby declare that I/We shall treat the tender documents, and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.
- 7.** Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the Contract so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
- 8.** The details of our bankers as given as per the format 5A.

Dated this _____ day of _____ 20XX.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney in the prescribed format as per Annexure III of this tender should be uploaded).

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

Annexure II - Shortlisting / Eligibility Criteria Formats

Format 1 Basic Information (To be read with Item 1 of Section III(b))

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

r)	Has the bidder or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
s)	Has the bidder or any constituent partner in case of partnership firm, ever been convicted?	
t)	Whether the bidder is involved in frequent civil suit /litigations in the Contracts being executed now. If yes, please furnish the details.	

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

Date:
(With Name/Designation and
Seal)

Authorized Signatory (With Name/Designation and

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

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

Attach supporting documents

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

Format 3 Works qualifying Eligibility (To be read with Item 3 of Section III(b))

Details of similar work/s (qualifying) completed during five years during the period October 01, 2020, to September 30, 2025

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

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

Date:
Seal)

Authorized Signatory (With Name/Designation and

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

Name and address of the Client :

Details of Works executed by Shri /M/s :

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

	c) Mobilization of adequate T&P	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	d) Mobilization of manpower	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	e) General behaviour	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	f) After sales Service	Outstanding/ Very Good/ Good/ Satisfactory/ Poor

Date:
Seal)

Authorized Signatory (With Name/Designation and

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

Sr.no.	Details	Financial Year		
		April 1, 2021, to March 31, 2022 ₹ in lakh	April 1, 2022, to March 31, 2023 ₹ in lakh	April 1, 2023, to March 31, 2024 ₹ in lakh
1	Annual financial turnover certified by Chartered Accountant.			
2	Income Tax returns for the year			

Note:

Statement shall be supported by copies of audited financial statements/ accounts of the business of the Tenderer duly certified by a Chartered Accountant and the Income Tax Returns for the years viz. 2021-22, 2022-23, 2023-24.

Date:
Seal:

Authorized Signatory (With Name/Designation and

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

To,

Date:

Regional Director,
Reserve Bank of India,

Department,
6, Sansad Marg,
New Delhi - 110001

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

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

For the bank with Name, Designation and Seal

Note:

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

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

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

Date:
Seal)

Authorized Signatory (With Name/Designation and

Annexure III - Format for Power of Attorney for Authorized Signatory
(On Non-Judicial Stamp Paper of ₹100/-)

To,
The Regional Director
Reserve Bank of India
New Delhi

Dear Sir/Madam,

..... (Name of work)

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

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Bidder shall be irrevocable.

Annexure – IV: Letter of Undertaking On Bidder's Letter Head (On A Stamp Paper of ₹100/-)

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

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 Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, 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 Supply of potable water through Tanker at RBI Officer's Colony, Vasant Vihar as any other Points considered by our Agency.

(Signature of the Bidder)

Name and Address of the Bidder.

Teleph

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

(To be read with Clause 8 of Section III(a))
(To be submitted by the bidder on their letterhead)

Name of Work : Providing _____

Sir,

1. I/We.....(Name of the bidder) declares that
 - a) I/ We or any of our allied firm* or any of our partners/directors is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country in last three years as on.....(last date of submission of bid).
 - b) we will inform the Bank in writing, in case, I/we or any of our allied firm* or any of our partners/directors is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) or our partners/directors(Name of the partner / director) is/ are debarred / suspended / blacklisted by.....(Name and address of public institution in India or any other country) and the same is effective up to(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

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

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

Date:

To,

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

Ref: Providing

Sir,

1. I/We..... (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction. /
1. I/We (Name of the bidder) declare that the followings legal action(s) have been/ is being taken against us:
..... (detail of the legal action, project under consideration, legal authority involved etc.)

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the 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
Bidder with Rubber Stamp

Date:

Place:

Annexure VII: Proforma for Bank Guarantee in Lieu of Earnest Money Deposit
(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director

_____ Department

Reserve Bank of India

New Delhi

Dear Sir,

**Providing - Bank
Guarantee for Earnest Money Deposit**

Ref.: NIT/Advt.No. date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the Bank") has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to the Bank, their Successors, Assigns that in the event of the the Bank coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder; we shall on demand by the Bank, pay without demur to the Bank, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the Bank. Our guarantee shall

be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Bank 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 Bank 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 Bank within a period of one week from the date of receipt of the notice as aforesaid.

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

This guarantee shall not be revoked by us without prior consent in writing of the Bank. We hereby further agree that –

a) Any forbearance or commission on the part of the Bank 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 Bank to the Bidder or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).

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

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

d) This guarantee shall remain in force up to _____ (six months from the last date of receipt of tender) provided that if so desired by the Bank, 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 Bank 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 Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Official (with seal)

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

ANNEXURE-VIII: Proforma of Performance Bank Guarantee

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

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Estate Department
New Delhi

Dear Sir/Madam,

Supply of potable water through Tanker at RBI Officer's Colony, Vasant Vihar, New Delhi – Peformance Bank Guarantee

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract to submit to the RBI a Performance Guarantee for a total amount of ₹_____ (Rupees_____ only) (Amount in figures and words) for the due fulfilment by the said Contractor of the terms and conditions contained in the Contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the Contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹_____ as Performance Guarantee for due fulfilment of the terms and conditions of the Contract.

NOW THIS GUARANTEE WITNESSETH

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

conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

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

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

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

We hereby further agree that –

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

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

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

d) This guarantee shall remain in force upto _____ (60 days beyond the expiry of the Contract) provided that if so desired by the RBI, this guarantee shall be

renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

Annexure IX - Articles of Agreement

ARTICLES OF AGREEMENT made at New Delhi on this _____ day of _____ 2025 between the Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Bank") of the one part and (hereinafter called "the CONTRACTOR") of the other part.

WHEREAS the Bank intends to engage a Contractor for "Supply of potable water trough Tanker at RBI Officer's Colony, Vasant Vihar" and has caused specifications describing the work to be done [as detailed in Tender Documents (Sections I to VI, Annexures, and amendments thereof)].

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Sections I to VI, Annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the scope of work as stated in the Tender Documents (Sections I to VI, Annexures and amendments thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

A) NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions** - In this Agreement, unless there is anything repugnant to the subject or context:
 - i. "Agreement" means the agreement signed between the Contractor and the Bank for the execution of the work.
 - ii. "Site" RBI Officer's Colony Vasant Vihar.
 - iii. "Work" means as described under section IV(a).
 - iv. "Tender document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.
 - v. "Day" shall mean Calendar Day
 - vi. "Working Day" shall mean days when the Bank's office is working i.e., Days excluding public holidays, Saturdays, and Sundays.
 - vii. "Month" shall mean the calendar month.
 - viii. "Year" shall mean Financial Year
 - ix. "Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
 - x. "The Contractor" shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal

- representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- xi. "The Authorized representatives of the Bank" means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.
- xii. "Contract Amount" shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.
- xiii. "Notice in writing or written notice" shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.
- xiv. "Writing" includes any written paper document, e-mail correspondence and any electronic message.
- xv. "Commencement of work" shall mean the date specified in the work order.

2. In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular only include the plural and vice versa.
3. **Signing of Contract Agreement:** On receipt of intimation from the Bank regarding acceptance of the Tender, the Contractor shall be bound to implement the Contract from the date specified therein. The Contractor shall sign an agreement in accordance with the extant provisions. The Contractor shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Delhi/ New Delhi. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the Contractor shall devolve on the Contractor and the Bank shall be entitled to recover the amount from the Performance Bank Guarantee (PBG) or from the bills raised by the Contractor. Where the PBG is utilized for the said purpose, the Contractor shall immediately refurbish a fresh PBG. Failure to do so may amount to breach of the agreement and consequences thereof shall follow.

4. Contract Period:

This agreement will come into effect from date specified in the Work Order and will remain in force upto one year, unless earlier terminated in accordance with the termination clause. This Contract may be considered for further renewal for maximum two years (for one year or shorter period at one time) on the same

terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties.

5. In consideration of the said Contract Amount to be paid in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the scope of work.
6. The Bank shall pay the Contractor the Contract Amount or such other sum which shall become payable at the times and in the manner specified in the said Conditions.
7. The said Conditions and the correspondence attached hereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.
8. The specifications, agreements and documents mentioned herein shall form the basis of this Contract.
9. This Contract is a *item rate contract*, to carry out the work according to the scope of work detailed in the tender document, at the rates quoted by Contractor in the Price Bid of the Tender (Part II).
10. The Contractor shall carry out all works as stated in the tender documents and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages to the property etc.
11. The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract. The Bank at its discretion, may, close or add some of the premises any time during the Contract period. The amount for providing services in the Contract in case of addition / closing of Bank's offices shall be based on the rates quoted by the Contractor and as per mutual consultation.
12. **Performance Bank Guarantee (PBG):** The Contractor shall submit an irrevocable Performance Bank Guarantee from a Scheduled Bank as stated in the said Conditions for successful execution of the Contract.

B) SERVICES TO BE RENDERED BY THE CONTRACTOR

Supply of water tanker of 10,000 ltrs capacity of each to RBI colony Vasant Vihar as per the scope of work given in tender docs.

C) Statutory Compliance- (*applicable statutes may be included*)

- (a) The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz. Contract Labour (Regulation and Abolition) Act, 1970; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Child Labour (Prohibition and Regulation) Act, 1986; Maternity

Benefits Act, 1961; Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and/or any other Rules/Regulations and/or Statutes that may be applicable to them.

- (b) *The deployed staff shall be* the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract.
- (c) The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and all other applicable laws.
The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

E) Terms applicable for Payment: The Contractor shall raise the bill on monthly (first week of subsequent month) and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill after certification by the *Caretaker/ Designated Officer* of the respective properties for satisfactory completion of the work and along with supporting documents:

- a) All payments by the Employer under this Contract will be made only at New Delhi.
- b) Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the document as above is not submitted along with the bill. Before submission of the bill, the In case of disputed bills, adjustment will be made after mutual negotiation/arbitration.
- c) The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever.
- d) . The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

f) Subletting of Work: The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.

g) Penalty clause –

1. 1. Withholding of Payments: *The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor is given seven (07) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that such withheld amount shall not incur any interest.*

2. Deductions from Payment: *The Bank may deduct from the Contractor's Bill, amounts on account of claims of penalty), costs or claims, losses, damages, defective services carried out by the Contractor etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Contractor. In case the Contractor fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Contractor's Bill, and this right is in addition to any other right available to the Bank under this Agreement. If the vendor fails to supply adequate amount of water (daily water demand) or if the quantity of water supplied in each tanker is found less than 10,000 liters, Rs. 1000 / tanker will be deducted from the monthly payment of vendor on each such instance. Penalty, if any imposed by Delhi Jal Board shall be deducted from the vendor bill.*

Implementation: *The above-mentioned requirement is to be monitored by the Estate Department, Reserve Bank of India, New Delhi and process the penalties*

h) Insurance:

- (i) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.
 - i. Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk.
 - ii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details:
 - For injury to persons – Rs 2 Lakh per person per accident
 - For damage to property – Rs 5 Lakh per accident for a ceiling of Rs 25

Lakh.

- (j) All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work).
- (k) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.
- (l) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.
- (m) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.
- (n) Copy of the insurance policy is to be submitted to the before commencement of work (within 14 days of award of work), failing which the Bank reserves the right to terminate the Contract.
- (o) The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.

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

I) Indemnity Clause:

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

indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.

vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.

2. The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

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

k) PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE

a) The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual

harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.

- b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

I) Termination of the Contract

(a) Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank's discretion.

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

- (i) If the Contractor has abandoned the Contract.
- (ii) If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon.
- (iii) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.
- (iv) If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelization etc. or commits breach of Integrity Pact or the Agreement.
- (v) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to

the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

(vi) If the Contractor (whether an individual, firm, or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.

(vii) If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.

(viii) If the Contractor assigns or sublets this Contract.

Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.

c) Termination of Contract by Contractor - If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed or where the same may not apply valuation shall be made. The Contractor shall however continue to discharge the Contractual obligation during the notice period unless dispensed by the Bank.

d) Termination of Contract in case of death of Contractor

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

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

n) Disputes Resolution:

- (i) All disputes arising under the Agreement shall be settled amicably through discussions between the parties.
- (ii) The unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.

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

p) Failure to Exercise the Bank's rights-

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

q) Tenancy Rights -

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

r) Other conditions –

- a. To ensure effective implementation of this Contract, the Regional Director or an Authorised Representatives of the Bank shall issue instructions, either orally or in writing to the Contractor and such instructions shall be deemed to be a part and parcel of this Contract and shall be binding on the Contractor. In all matters relating to or incidental to this Contract, if there arises any doubt or dispute or disagreement, the decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.
- b. The Contractor shall provide at his/her cost everything necessary for the proper execution of the Contract according to the intent and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy he/she shall immediately and in writing refer same to the Regional Director, Reserve Bank of India, New Delhi who shall decide thereupon. The decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.
- c. The Contractor shall not be entitled to any compensation for any loss suffered by him/her on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him/her or in any Subcontract connected therewith or delays in awarding Contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- d. If, at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he/she did not derive in consequence of the foreclosure of the whole or part of the works.
- e. If the Contractor after receipt of written notice from the Bank requiring compliance immediately, fails to comply with, the Bank may engage and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank and the same may be deducted from any moneys due to the Contractor.
- f. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/ its Authorized Representatives. Subsequently, the Contractor shall

- review the work assigned from time to time with the permission of the Bank, for further streamlining their systems.
- g. Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract elsewhere with the Bank pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Bank will be kept withheld or retained as such by the Bank till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For this clause, where the Contractor is a partnership firm or a limited company, the Bank shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his/her individual capacity or otherwise.
 - h. The Contractor and all his/her personnel deployed shall follow COVID 19 protocols or any other pandemic related protocols issued by Government authorities or the Bank.
 - i. The Bank at its option may renew the said contract for maximum two years after initial contract. The contract shall be renewed on the basis of increase in fuel price (CNG) between the date of award and date of renewal. The % increase in fuel prices shall be applied on the basic initial contract price (after deducting the GST). The renewed rate may increase / decrease depending upon the prices of fuel.

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

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

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed

If the Contractor is a partnership or an individual.

If the Contractor is a company.

on its behalf, the day and year first hereinabove written.

Signature Clause

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

(Name and designation)

In the presence of

(1)
Address
(2)
Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)
Address
(2)
Address

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)
(2)

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

(1)
(2)

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

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

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

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

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

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

To

Regional Director Reserve Bank of India New Delhi.

Name of Work: Supply of potable water through Tanker at RBI Colony Vasant Vihar

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

2. I/We certify that (Name of the bidder)

a. Is not from a country sharing land border with India, or

b. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

c. Is from a country sharing land border with India where Government of India has extended lines of credit, or

d. Is from a country sharing land border with India where Government of India is engaged in development projects.

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

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

Signature and name of the authorized signatory of the Bidder with stamp

Date:

Place

Part - II

Financial / Price Bid

Time and Date of Opening of Part-II: Price Bid	To be notified later
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Section VI: Financial /Price Bid
Part II

Supply of potable Water through Tankers at RBI Officers' Colony, Vasant Vihar, New Delhi

S. No.	Description of item	Qty.	Unit	Rate (₹)	Amount (₹)
1	<p>Supply of potable water on daily basis (approx. 8 tanker per day) or as and when required through tankers having approximate capacity of 10,000 litres. The water will be obtained / filled in tankers from Delhi Jal Board (DJB) source / tubewell in the vicinity of Vasant Vihar area. Rate shall be inclusive of loading, unloading, transportation (from source to inlet pipe of the underground water storage tank/s at the Bank's Officers colony, Vasant Vihar), hose pipe/s, pump/s, and all-applicable statutory levies / taxes, GST/CGST/ SGST) etc., all complete as per requirements or as directed.</p> <p>Note: Water charges will be paid separately by the Bank to the DJB / Source.</p>	2920	Each Tanker		
Total Amount (INR)					

Notes –

- i Rates must be inclusive of all applicable statutory levies / taxes, GST/CGST/ SGST) and all statutory dues payable by the bidder to government authorities.
- ii No Enclosure should be attached with third e-cover i.e., Part-II (Price Bid).
- iii No conditions, separate conditional notes etc. should be added in part- II.
- iv No charges other than the total bid amount quoted above will be paid by the Bank.
- v The bidders are advised to visit the site to acquaint with the site conditions / understand the scope of work prior to submitting their Price Bid.
- vi All the terms and conditions as mentioned in Techno-Commercial Bid (Part-I) will be part and parcel of the Price Bid. Therefore, the bidders are advised to quote their rates accordingly.
- vii Rates should be quoted up to two places of decimal.