E – Tender for (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places.

Reserve Bank of India (hereinafter referred to as RBI), Human Resource Management Department, Kolkata invites e-tender in two parts (part I & II) for (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places, (Under Annual Contract) from eligible Firms/companies/agencies etc. fulfilling the pre-eligibility criteria, for the period from **October 01, 2020 to March 31, 2021**.

<table>
<thead>
<tr>
<th>Estimated cost of the work for 2020-21</th>
<th>Earnest Money Deposit for 2020-21 (2% of Estimated Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>₹12,50,000/-</td>
<td>₹25,000/-</td>
</tr>
</tbody>
</table>

The last date for submission of e-tender is **September 07, 2020 up to 14:00 hrs.** For further details, please visit “Tender” Section at RBI’s website [https://www.rbi.org.in](https://www.rbi.org.in) and for uploading the tender please visit and register on MSTC website at [https://www.mstcecommerce.com](https://www.mstcecommerce.com). Please also note that further Addendum / Corrigendum, if any, will only be published on RBI website.

Regional Director  
Reserve Bank of India

Place: Kolkata  
Date: August 04, 2020
DISCLAIMER

Reserve Bank of India, HRMD, Kolkata, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or any of their respective officers, employees 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.

2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by Reserve Bank of India in submitting the Tender. The information is provided on the basis that it is non–binding on Reserve Bank of India or any of its authorities or any of their respective officers, employees. Reserve Bank of India reserves the right not to proceed with the work or to change the scope of the work, to alter the time table 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 party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.
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<td>10</td>
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IMPORTANT INSTRUCTIONS FOR E-TENDER

This is an e-procurement event of Reserve Bank of India, Kolkata. The e-procurement service provider is MSTC limited. Bidders / vendors are requested to read the terms & conditions of this tender before submitting their online tender.

1. 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/ their bids electronically. Electronic Bidding for submission of Technical Bid as well as commercial bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE:
BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi

1) Vendors are required to register themselves on line with online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts. → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.

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, before the scheduled time of e-Tender.

Contact person (MSTC Ltd):

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Email</th>
<th>Contact No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Shri. Sabyasachi Mukherjee</td>
<td><a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a></td>
<td>7278030407</td>
</tr>
<tr>
<td></td>
<td>(ERO)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Shri Mayank. H. Jain</td>
<td><a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a></td>
<td>9721277969</td>
</tr>
<tr>
<td></td>
<td>Assistant Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Shri Kaviti Kranthi Kumar</td>
<td><a href="mailto:kkkumar@mstcindia.co.in">kkkumar@mstcindia.co.in</a></td>
<td>9174009882</td>
</tr>
</tbody>
</table>

B. System Requirement:
I. Windows 7 or above Operating System
II. IE-7 and above Internet Explorer
III. Signing type digital signature
IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system
To disable “Protected Mode” for Digital Signature Certificate (DSC) to appear in the signer box following settings may be applied.

Tools => Internet Options =>Security => Disable protected Mode if enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options →custom level (Please run IE settings from the page https://www.mstcecommerce.com once).

2. The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

4. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a Challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the Challan without making change in the same. On selecting Online Payment, the 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 and the vendor shall be receiving a system generated mail.

5. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

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

6. Information about tenders/ corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
E-Tender cannot be accessed after the due date and time mentioned in Notice Inviting tender.

**Bidding in e-Tender:**

a) Vendor(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority (Reserve Bank of India, Kolkata).

**The process involves Electronic Bidding for submission of Technical and Commercial Bid.**

b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govt depts → Login under RBI → My menu→ Auction Floor Manager → live event →Selection of the live event.

c) The vendor(s) should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application does not run then the vendor will not be able to save/submit / their/ his Technical bid.

d) After filling the Technical bid, vendor(s) should click ‘save’ for recording his/ their Technical bid. Once the same is done, the Commercial bid link becomes active and the same has to be filled up and then vendor(s) should click on “save” to record his/ their Commercial bid. Then once both the Technical bid and commercial bid have been saved, the vendor(s) can click on the “Final submission” button to register their bid.

e) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

f) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.

g) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.

h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.
i) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.

j) Reserve Bank of India 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.

k) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of the terms & conditions of the tender.

l) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

m) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

n) Vendor(s) are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochrome to familiarize him/ them with the system before bidding.
NOTICE INVITING TENDER  
(Only through e-procurement)  
SCHEDULE OF TENDER (SOT)

<table>
<thead>
<tr>
<th></th>
<th>Description of Works</th>
<th>(i) Installation &amp; Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre &amp; RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places, (Under Annual Contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Estimated Cost</td>
<td>₹12,50,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Earnest Money Deposit</td>
<td>₹ 25,000/- (2% of Estimated Cost) To be deposited through NEFT in favour of Reserve Bank of India, Kolkata in the A/c No. -186003001, IFSC – RBIS0KLPA01 mentioning Name/ Company Name of the vendor in NEFT transaction remarks] or through DD in favour of RBI Kolkata</td>
</tr>
<tr>
<td>4</td>
<td>Validity of Quoted Rates</td>
<td>Initially for 6 (Six) months (to be renewed and extended on mutual terms and conditions for a period of one year at a time but not beyond three years).</td>
</tr>
<tr>
<td>5</td>
<td>Bank Guarantee</td>
<td>₹62,500/- (5% of Estimated Cost) (to be submitted by successful bidder)</td>
</tr>
<tr>
<td>6</td>
<td>Mode of Tender</td>
<td>e-Procurement System (Online Part I – Technical Bid and Part II - Commercial Bid) through <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a></td>
</tr>
<tr>
<td>7</td>
<td>E-Tender No.</td>
<td>RBI/Kolkata/Estate/17/20-21/ET/42</td>
</tr>
<tr>
<td>8</td>
<td>Date of NIT available (viewing) of Tender to parties for download</td>
<td>August 04, 2020 at 16:00 hrs.</td>
</tr>
<tr>
<td>9</td>
<td>Transaction Fees</td>
<td>Fees will be submitted to MSTC <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a></td>
</tr>
<tr>
<td>10</td>
<td>Schedule of offline Pre-bid meeting</td>
<td>August 07, 2020 at 15:00 hours at HRMD, 5th Floor, Reserve Bank of India, 15, N.S Road, Kolkata 700 001</td>
</tr>
<tr>
<td>11</td>
<td>Date of Starting of e-Tender for Online submission on MSTC website</td>
<td>August 08, 2020 at 10:00 hrs.</td>
</tr>
<tr>
<td>12</td>
<td>Last Date of Submission of EMD to RBI, Kolkata</td>
<td>September 07, 2020 at 14:00 Hrs.</td>
</tr>
<tr>
<td>13</td>
<td>Date of Closing of Online e-tender for submission of Technical &amp; Commercial Bid</td>
<td>September 07, 2020 at 14:00 hrs.</td>
</tr>
<tr>
<td>14</td>
<td>Date and Time of Opening of Part I i.e. Technical bid</td>
<td>September 07, 2020 at 15:00 hrs.</td>
</tr>
<tr>
<td>15</td>
<td>Date &amp; Time of Opening of Part II i.e., Commercial Bid</td>
<td>Will be communicated in Due course.</td>
</tr>
</tbody>
</table>
Part I

E – Tender for (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places.

Name of the Tenderer: ____________________________________________

Address: _______________________________________________________

Date of pre-bid meeting: **August 07, 2020 (15:00 hrs.)**
Date of on line submission: **August 08, 2020 to September 07, 2020**
Date of opening of Tender (Part-I) **September 07, 2020 (15:00 Hrs.)**
### Pre-Eligibility Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Duration of Past experience</strong></td>
<td>The tenderer firm/company/agency should have a minimum 3 years of experience for running Coffee Vending Machine set up as on December 31, 2019. The Tenderer should have undertaken a similar business i.e. installation &amp; Maintenance of Coffee Vending Machines and supply of Raw Materials to the installed Coffee Vending Machines to/with at least in Govt/Semi-Govt/Public Sector Organisation/Corporates/Financial institutions. The Tenderer should submit documentary evidence in support of minimum experience of 3 years. (To be uploaded in e-tendering portal)</td>
</tr>
<tr>
<td><strong>2. Yearly Turnover</strong></td>
<td>The tenderer should have an average annual turnover of 100% of the Estimated Cost or more during the last three financial year ended March 31, 2019. A Certificate from Chartered Accountant (CA), along with the Balance Sheet, duly certified must be mandatorily submitted along with the tender. Any tender document without the Balance sheet and a CA certificate regarding the turnover will be rejected.</td>
</tr>
<tr>
<td><strong>3. Service Set up</strong></td>
<td>Certificate in support of having a full-fledged service set up for the job specified in the Tender documents in Kolkata should be uploaded. (To be uploaded in e-tendering portal)</td>
</tr>
<tr>
<td><strong>4 Details of Company/ Firm/ Agency</strong></td>
<td>The full particulars of the Company/Firm/Agency in details are required to be submitted. In case of a company, the certificate of registration, Memorandum and Article of Association of the Company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm and in case of an agency or proprietorship, the particulars of the individual/s involved therein along with the names(s) and address(es) etc. are to be submitted.</td>
</tr>
<tr>
<td><strong>5. Credit worthiness of the Contractor</strong></td>
<td>Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with creditworthiness certificate from the bankers with a copy of the latest final accounts of the business of the bidder duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years. (To be uploaded in the e-tendering portal)</td>
</tr>
<tr>
<td>6. Name and Address of the Banker and their present contact executive</td>
<td>Written information about the names and addresses of the bankers of tenderers along with full details, like names, postal addresses, e-mail IDs, telephone nos. (Landline and mobile), fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by RBI in case it is so needed) should be <strong>uploaded</strong>. <em>(Annex-I to be filled and uploaded in the e-tendering portal)</em></td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>7. Details of Bank Accounts</td>
<td>Full particulars of the bank accounts of the tenderers like the bank branch address, IFS Code, account no and type, when opened, etc., should be submitted <em>(to be uploaded)</em>.</td>
</tr>
<tr>
<td>8. Licence</td>
<td>The Tenderer should have a valid licence and FSSAI certificate or valid relevant licence for operating Coffee Vending Machines business from concerned State Authority. Copy of the “NO Objection Certificate” from State FDA Controller that no case is pending against the firm/agency/company under the Prevention of Food Adulteration Act and Rules made there under or Written information about the names and addresses of the clients like e-mail IDs, telephone numbers, fax numbers, etc., should be <strong>uploaded</strong>.</td>
</tr>
</tbody>
</table>
| 9. Documents to be submitted | a) Audited or Chartered Accountant certified statement of accounts for the last 3 accounting years.  
b) Copies of Income Tax Return filed with the Income Tax Department for the last three years.  
c) Copies of applicable tax registrations. viz PAN, TIN, GST, etc.  
d) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority.  
e) Copies of E.P.F Registration Certificate and E.S.I registration certificates.  
f) Solvency Certificate issued by the tenderer’s bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer.  
g) Details of the Bank Account held by them in a scheduled bank in India. |
| 10. Labour Department | The Tenderer should be registered with Labour Department under the Contract Labour (Regulation and Abolition) Act 1970 *(upload supporting document)* |
Note:
1. RBI shall obtain reports on the past performance of the tenderer from his/ their clients and shall evaluate the said reports as per the evaluation criteria before opening of the Part- II of the tenders. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his/ their performance reports received from his/ their clients and/or his bankers’ report are found unsatisfactory, RBI reserves the right to reject his tender offer.
2. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.

INSTRUCTIONS TO TENDERERS

1. Pre- Bid Meeting

a) Tenderers requiring any clarification regarding this document shall contact RBI in writing at the mentioned email address provided in this document or raise enquiries during the pre-Bid meeting.

b) The tenderers’ designated representatives are invited to attend a pre-bid meeting on **August 07, 2020 at 15:00 hrs.** at HRMD, Reserve Bank of India, 5th Floor, 15, N.S. Road, Kolkata – 700001. The purpose of the meeting will be to clarify issues and to answer questions raised at that stage.

c) Absence from the pre-Bid meeting will not be a cause for disqualification for a tenderer.

2. Documents comprising the Tender

The Tender shall comprise of the following:

- Notice Inviting e-tender
- Technical Bid Details
- Commercial Bid Details
- Earnest Money Deposit (EMD) through NEFT to following A/c:
13

A/c Number
186003001

IFS Code
RBIS0KLPA01 @

Format of Performance Bank Guarantee to be furnished after award of contract by the successful bidder.

- Format of Agreement to be entered into between the successful bidder and the RBI.
- @ 0 = Zero

3. Period of Validity of Tenders
a) The tender shall be valid for a period of Ninety (90) days from the date of opening of tender.
b) In exceptional circumstances, prior to the expiration of the tender validity period, RBI may request tenderers to extend the period of validity of their tender. The requests and the responses shall be made in writing.

4. Submission, Sealing and Marking of Tenders
a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

5. Deadline for Submission of Tenders
a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

6. Late Tenders - No Tender after the deadline shall be allowed on the e- portal.
7. Tenderers are advised to consider the tentative labour cost as prescribed by Government of India (Ministry of Labour & Employment), Office of Chief Labour Commissioner (C), New Delhi while quoting the rates.

8. Tender Opening

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/ their authorized representatives who choose to be present. Part-II (Commercial Bid) only will be opened of those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) by RBI on a subsequent date which will be intimated to all the eligible tenderers in advance by Courier/ E-mail/ Telephone call. The decision of RBI in this regard will be final.

9. Bid Evaluation Criteria

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)

10. Clarification of Tenders

a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI in the evaluation of the tenders.

b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI’s request for clarification, its tender shall be liable to be rejected.

11. Signing of Contract

The successful tenderer shall execute an agreement with RBI on Non-Judicial stamp paper of value not less than ₹100/- within 10 days of award of work. The stamp duty shall be borne by the successful tenderer. However, the issue of intimation of award of work by RBI shall be considered as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
12 Bank Guarantee

a) The successful tenderer shall furnish along with the execution of the contract, a Bank Guarantee (BG) of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) in accordance with the Proforma given in Annex-III. The BG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.

b) Failure of the successful tenderer to submit the Bank Guarantee of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

13. Disclaimer

a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.

b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex.

c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Note- The tenderers may visit the site before quoting the rates to assess the quantum of work.
PART I – TECHNICAL BID

From,

............................................

............................................

............................................

To

Regional Director

Reserve Bank of India

15, N.S. Road

Kolkata – 700001

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Details to be filled in by Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Tenderer:</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type of Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Whether proprietor/Partnership/LLP/ PVT Ltd./Ltd. Company</td>
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<td></td>
<td>(b) Date of Establishment</td>
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<td></td>
<td>(c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number, etc. (not applicable in the case of sole proprietorship).</td>
<td>Please enclose relevant documents in support of the same.</td>
</tr>
<tr>
<td>3</td>
<td>Name of the proprietor / partners / directors of the Tenderer with designation.</td>
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</tr>
<tr>
<td></td>
<td>a) Whether having own office in Kolkata</td>
<td></td>
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<tr>
<td></td>
<td>b) Address of the local office at Kolkata.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Name of the authorized official and his/her telephone number (Please enclose relevant documents in support of the same.)</td>
<td></td>
</tr>
</tbody>
</table>
E – Tender for (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places.

Copies of Documents required to be submitted for Technical Bid:

3. List of Clients.
4. Feedback from top three existing clients.
5. Incorporation documents.
6. Copies of the PAN, Tin and GST Registration wherever applicable.
7. Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.
DECLARATION

(To be submitted in the Technical Bid on the Letter head of the tenderer, duly signed by its authorised signatory)

1. The information provided by me/us is/ are true to the best of my/ our knowledge and if any information is found incorrect or false, I/ we may be debarred from the tender process/ being awarded the contract.

2. I/ We agree to abide by the terms and conditions stipulated by RBI as mentioned in the tender documents.

3. I/ We also agree that our tender will remain valid for acceptance by the RBI for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such further periods as may be mutually agreed upon between RBI and us in writing. I/ We also agree to keep the earnest money valid during the entire period of validity of tender.

4. I/ We understand that RBI, Kolkata reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Dated this______ day of____________ 2020.

Signature:

Name:

Seal of the Tenderer
Terms and Conditions of the Contract

1. Period of Contract
   The contract would initially be valid for a period of six (6) months, unless earlier terminated. The contract may be renewed and extended on mutual terms and conditions for a period of one year at a time but not more than three years. The Bid will be valid or 90 days from the date of submission of tender.

2. Selection of Vendor
   The Bidder with lowest total cost computed on offer price in Price Bid-Part II shall qualify as L1. Item-wise average consumption of items for Coffee Vending Machines is provided separately to enable the tenderers to quote their prices. If more than one tenderer is found to have quoted minimum price, the bidder with highest average annual turnover for the last three years shall qualify as L1. The Bank reserves the right to allot the work to a single vendor or more than one vendors for providing Coffee Vending Machines installation and maintenance facilities to Reserve Bank of India.

3. Security Deposit:
   The selected vendor would require to deposit with the Bank a sum of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) as security deposit, initially for a period of six months. The security deposit would be refunded at the expiry / termination of contract subject to the deduction of demurrage (any pecuniary loss incurred by the Bank in the process of execution of the contract by the vendor).

4. Schedule of Opening tenders:
   Part I of the tenders will be opened at 15.00 hours on September 07, 2020 in presence of the authorized representatives of the tenderers who choose to be present. Price bid (Part II) of only such of those tenderers as are found eligible after scrutiny of their Part I, will be opened on a subsequent working day which will be intimated to all the eligible tenderers separately.

   Bank reserves the right to amend/modify the tender document or of issuing any corrigendum to the bid process. The bidder shall not claim as a right for Bank to do the aforesaid.

   The written offer of contract issued to the successful bidder/contractor shall be accepted by the bidder in writing within 7 days from the date of issue of the offer letter. Failure to accept the offer within this period will result in cancellation of the offer. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such agreement has been executed and all the terms and conditions shall apply on the contract.
5. Escalation in Price

No escalation in rates will be permitted during the first year of the contract period. Also, no subsidy on any kind will be given by the Bank. However, should there be an unprecedented rise in price of Raw material items over a long period, the contractor can put in a request to the Bank for a reasonable increase in the rate for consideration in the second year. Any decision in this regard by the Bank shall be final, conclusive and binding on the bidders.

6. Termination of Contract

RBI reserves the right to terminate the contract at any time even during the validity period of the contract by giving 30 days prior notice in writing without assigning any reason there for. However, the Contractor shall not terminate the contract for the period of minimum 1 year from the date of awarding of the contract and thereafter may terminate the contract by giving three months prior notice in writing, in case it decides to discontinue the services. In case of failure to provide the services for the minimum period of 1 year, the Bank has the right to forfeit the security deposit in full / or part thereof.

7. Adherence to Labour Laws

The service provider shall be solely responsible for compliance with the provisions of all central & state laws, (Acts & Rules) various taxes (Income Tax, Sales Tax, Service Tax etc.), labour and industrial laws (Acts & Rules), The service provider shall obtain licence as contemplated under the contract (Regulation & Abolition) Act 1970 or any other laws as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto.

8. Items

Indicative Raw material items for Coffee Vending Machines will be as per the list attached herewith. The successful tenderer shall supply the required raw materials to the installed Coffee Vending machines, well before the exhaustion of the present stock.

The bills pertaining to the supply of raw materials will be settled as per the item wise at agreed rate and no other cost (carrying cost, labour charges etc.) would be paid for the supply of the raw materials. The supply of raw materials to the coffee vending machines will be based on the required quantity in regular intervals and would be settled at existing market price.

The quality of all the raw materials and beverage items shall be fresh, branded, of good standard and shall be supplied by the selected vendors. In case the stale/poor/putrid raw material items supplied in Coffee Vending Machines and subsequently it affects the
health of the employees, the vendor would be held responsible and cost of medical treatment arising out of that may be recovered from the vendor.

The Bank would send its officer(s) on fortnightly basis or at intervals as it may deem fit to inspect the quality of raw items and materials supplied who will have full authority to order discontinuation of any such product as may be found of poor standard and quality or affecting the health and hygiene of the employees and officers.

9. Venue

**Eleven (11) Coffee Vending Machines** shall normally be installed at different floors and specified places of Main Office Building at 13 & 15, N.S. Road, Kolkata 700001, Zonal Training Centre & Museum at 8, Council House Street, Kolkata – 700 001. The supply of raw materials will be in the specified places of the above-mentioned buildings/floors. However, the Bank reserve its rights to alter the no. of Coffee Vending Machines (increase or decrease) at/from any designated places of the above said buildings at any point of time of contract period. Supply of raw materials will be adjusted accordingly and the Bank’s decision in this matter will be binding on the selected vendor/s.

10. Timings:

The coffee vending machines will be operative from 9.30 am to 5.30 pm on all working days. However, it will be kept open on holidays also subject to the requirement of the Bank.

**Infrastructure to be provided by the Bank**

A. Table, chairs, water purifier etc.

B. Electricity connections/points for Electrical Equipment etc. The electricity bill and water supply would be borne by the Bank. **Therefore, the offer price of the raw materials may be fixed accordingly. The contractor shall ensure minimum breakage/pilferage of the articles. The use of electricity and water should be kept at a reasonable level.**

11. Crockery/Cutlery

No Crockery/Cutlery would be provided by the Bank for Coffee Vending machines. The contractor has to make their own arrangements.
The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision regarding matters not otherwise mentioned) arises between the Bank and the contractor in connection with or arising out of contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract shall be referred to and settled by sole arbitration of the Regional Director, Reserve Bank of India Kolkata who shall give written award of his discretion to the vendor. The decision of the Regional Director, Reserve Bank of India, Kolkata will be final and binding.

12. Penalty

Any deficiency in service and quality as well as quantity of raw materials etc. from the specification in rate schedule, decided by the Bank, will not be accepted. A penalty will be levied for any such violation after giving due notice and opportunity to the Contractor to explain his/her position.

17. Evaluation of Tender

An indicative list of the raw materials to be provided by the vendor at Coffee Vending machines and also the weight to be assigned to the quoted rates for evaluating the price bid has been worked out by the Bank to guide the Contractor in working out the costs involved. The same is mentioned in Part II of the tender. The Bank does not bind itself to accept the lowest or any other quotation.

Note- The contractors may visit the site if they so desire before quoting their rates to assess the quantum of work.

18. General Conditions

a) The Contractor shall not sub-let the contract. In case of any violation in this regard the Bank reserves the right to terminate the contract.

b) Bureau of Indian Standards (BIS)/specifications of ISI/ Agmark / FOA should be followed wherever applicable.

c) The agreement should not be construed by the Contractor to interpret as having received employment from the Bank or as any claim on the Bank’s property. On completion of the
contract or whenever the Bank decides, the Contractor and his staff will immediately vacate the premises and hand over all the items earlier handed over to him by the Bank.

d) Any other incidental service required by the Bank and not covered in the contract will be negotiated separately each time.

e) Rates should be quoted both in words & figure. Violation in this regard may lead to rejection of the quotation. All rates will be inclusive of all taxes wherever applicable.

f) The tender form should be filled in Hindi/English and all entries must be made by hand and written in ink. If any of the documents prescribed is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

g) Incomplete forms or those without proper documentary evidence, etc. (as desired above) will be outrightly rejected by the Bank. **No further correspondence shall be entertained by the Bank in this regard.**

i) Any dispute arising on account of the contract shall be subject to the jurisdiction of the courts at Kolkata.

19. SEXUAL HARASSMENT (PREVENTION) CLAUSE

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

ii) 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.

iii) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the contractor is proved.

iv) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
v) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks’s premises.

20. Non-Disclosure Clause: The successful bidder shall not disclose directly or indirectly any information, materials and details of RBI’s infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the successful bidder during the course of discharging contractual obligations in connection with the agreement to be entered into with RBI, to any third party and shall at all times hold the same in the strictest confidence. The successful bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The successful bidder shall not publish, permit to publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of RBI. The successful bidder shall indemnify RBI for any loss suffered by RBI as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the successful bidder and RBI shall be entitled to claim damages and pursue legal remedies for the same. The successful bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this clause are fully satisfied. The successful bidder’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement to be entered into with RBI for whatever reason.

I/We hereby declare that I/we have read and understood the above terms and conditions governing the tender.

Signature of Contractor(s)/Partner(s)

Name:

Seal:

Address:

Date:
Part II – Price Bid

The Regional Director
Reserve Bank of India
Human resource Management Department
15, N.S. Road
Kolkata- 700001

Dear Sir,

Quotation for (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places.

I/We have carefully read and understood your advertisement on the above subject and agree to the terms and conditions stated therein and hereby quote my/our rates as under for Installation & Maintenance of Coffee Vending Machines at stipulated places in A and for Raw Materials supply in B.

Name and address of the Agency/Firm: ..........................................................................................................................
..........................................................................................................................
..........................................................................................................................

<table>
<thead>
<tr>
<th>A. Installation &amp; Maintenance of Coffee Vending Machines</th>
<th>Price (in Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl.No</td>
<td>Particulars of the Items</td>
</tr>
<tr>
<td>1.</td>
<td>Installation &amp; Maintenance of Coffee Vending Machines (11 nos)</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>B. List of Raw Materials</th>
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<tbody>
<tr>
<td>Sl.No.</td>
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<td>11</td>
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<td>12</td>
</tr>
</tbody>
</table>

We certify that:

The above rates are inclusive of all applicable charges & taxes;

The rates are valid for one year from the date of submission of the quotations;

We will provide the installation and maintenance service of Coffee vending machines and supply the raw materials as per the requirements to be prescribed by Reserve Bank from time to time.

(Signature of authorised signatory with seal)

Name of the Agency/Firm

Address

Place

Date
Annexure I

PROFORMA OF CLIENT’S CERTIFICATE REGARDING PERFORMANCE (can be filled and printed separately)

Name & address of the Client : 
Details of works executed by Shri/M/s ___________________________________________ (Name of the supplier)

1. Name of work with brief particulars : 

2. Agreement No. and date : 

3. Agreement amount (approximates are also acceptable) : 

4. Details of penalties levied (indicate amount) if any, for non-performance or non-adherence to terms 

5. Name, address, telephone number and e-mail id of the authority under whom supply executed
   a) Name & Designation : 
   b) Telephone No.(s) : 
   c) Email Comments on the capabilities of the supplier
6. : 
   a) Technical Proficiency : 
   b) Financial Soundness : 
   c) Adherence to timeliness : 
   d) Quality of work : 
   e) General behaviour : 

The undersigned is competent to issue this certificate
E – Tender for (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places.

“Countersigned”

Signature of the Reporting Officer (with Office seal)
Name & Designation:
Contact number/(s):
Annexure II

TO WHOMSOEVER IT MAY CONCERN

Banker's certificate from a Scheduled Bank

This is to certify that M/s./Sri .......................... having the noted address, .......................... as per our record, is a customer of our bank and maintains his Current/Savings account with us complying with all statutory requirements for maintenance of such a/c. As per our record he

maintains an average balance of Rs.................. in his account during the last three years. There is no case of any unlawful accounting practices recorded or being contemplated against him as at present at our end.

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

(Signature with seal)

Date:

Name & Designation

For the Bank

Note:

1. Bankers’ certificate should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.

2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
Annex- III

Proforma for 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
13 &15, N.S. Road
Kolkata-700001

Dear Sir,

Contract (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places.

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 15, N.S. Road, Kolkata (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 under the said contract the Contractor is bound by the said Contract to submit to RBI, Kolkata a Performance Bank Guarantee for a total amount of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) in 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…………………………… (Name of the Contractor) (Hereinafter called " the said Contractor", which expression shall include its successors and assigns).

NOW THIS GUARANTEE WITNESSETH

We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said 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 RBI, pay without demur to RBI, a sum of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said 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 RBI, pay without demur to RBI, a sum of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

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We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said 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 RBI, pay without demur to RBI, a sum of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

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Thousand Five Hundred only) in or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the Tender document for providing (i) Installation & Maintenance of Coffee Vending Machines at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 and (ii) Supply of Raw Materials to the installed Coffee Vending Machines as at the above three places, obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only).

1. We also agree to undertake and confirm that the sum not exceeding ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only) as aforesaid shall be paid by us without any demur or protest, merely on demand from RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract 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 ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only).

b) Our liability under these presents shall not exceed the sum of ₹62,500/- (Rupees Sixty-Two Thousand Five Hundred only).
c) Our liability under these presents 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 up to Sixty (60) days beyond the Defect liability period provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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 RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of RBI against us under this guarantee shall be forfeited and we shall be released and discharge 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 and Seal 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 Bank 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).