



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

Quotation for Printing, adhesive taping and Delivery of Multi-colour Posters to the LDM's office in district headquarters in the State of Uttar Pradesh

RESERVE BANK OF INDIA
LUCKNOW

**Financial Inclusion and Development Department,
Lucknow Regional Office**

**LAST DATE FOR SUBMISSION: -
January 21, 2020 up to 12:00 hrs.**

SCHEDULE OF TENDER (SOT)

1) Tender	Printing, adhesive taping and delivery of Multi-colour Posters to the LDM's office in district headquarters in the State of Uttar Pradesh
2) Mode Of Tender	Sealed Quotation
3) Date of NIT available to parties to Download	15:00 hrs., January 15, 2021 onwards
4) Earnest Money Deposit	₹4720/-
5) Tender Fees	NIL
6) Last date of submission of EMD	Upto 12:00 hrs on January 21, 2021
7) Date of Starting of tender for submission of Techno-Commercial Bid and price Bid at RBI Lucknow	From 15:00 hrs. , January 15, 2021
8) Date of closing of tender for submission of Techno-Commercial Bid & Price Bid.	Upto 12:00 hrs on January 21, 2021
9) 1. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) 2. Date of opening of Part II i.e. price bid of eligible bidders (i.e. Financial Bid)	12:30 hrs on January 21, 2021 Shall be intimated separately to parties

Part I
Section (I)

MEMORANDUM

Sr. No.	Title	Description	
A	Name of work	Printing, adhesive taping and Delivery of Multi-colour Posters to the LDM's office in district headquarters in the State of Uttar Pradesh	
B	Estimated cost of the work	₹2.36 Lakh	
C	Earnest Money Deposit (EMD)	₹4,720 (Rs. Four thousand and seven hundred twenty only) through NEFT as per details below. <table border="1" data-bbox="735 667 1390 837"><tr><td>Bank- Reserve Bank of India, Lucknow Account Number: 186003001 Account Name : NEFT - INWARD RECEIVED IFSC: RBIS0LKPA01 A/c type: Current Account</td></tr></table>	Bank- Reserve Bank of India, Lucknow Account Number: 186003001 Account Name : NEFT - INWARD RECEIVED IFSC: RBIS0LKPA01 A/c type: Current Account
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D	Time allowed for completion of the work	To be completed by February 05, 2021 (Printing, Taping and Delivery to LDM Offices)	

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

3. We agree to deposit a sum of 2 % of value of the work in the form of NEFT/RTGS in favour of Reserve Bank of India, payable at Lucknow before placing the Work Order as Earnest Money Deposit with the Reserve Bank of India, which will not bear any interest. Should I/we fail to execute the Contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

Section (II)

General Instructions to Tenderers and General Terms & Conditions

The tenders in two parts should be addressed to the Regional Director/ Officer-in-Charge, Reserve Bank of India, Financial Inclusion and Development Department, 8-9, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh -226010 as per Schedule of Tender (SOT) and Section (I) above.

1. **TENDER Document**

- a) The tender shall be submitted in two parts (Part I & Part II). Part I contains techno-commercial terms and conditions. Part-II contains schedule of quantity containing price bid supplied along with the tender document. Tender Part-II shall not contain any covering letter with terms and conditions, conditional discount or rates/ amounts for any additional items of work. It shall contain only Part-II (Schedule of Quantities) as supplied by the Bank with the rate and amount column duly filled in.
- b) Tender Document / Notice Inviting Tender may be downloaded from RBI website.
- c) Interested parties, if they so desire, may contact the Financial Inclusion Development Department Officials on the phone /e-mail indicated in Section (I) for any further clarification.

2. **Amendment to TENDER Document**

- a) At any time prior to the deadline for the submission of bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the TENDER by an amendment and same will be uploaded in the form of Corrigendum on RBI website for information of prospective bidders.
- b) In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

3. **Preparation of Tender**

a) Part I / Techno – Commercial Bid:

- i) Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender document.
- ii) EMD shall be part of Technical – Commercial bid. The amount of EMD is indicated in SOT
- iii) Tenderer must fill all the details specified in different sections and attach the necessary documents of product etc.

b) Part II / Financial Bid:

- i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices quoted in the tender shall include all costs associated with the work including charges such as packing (as per RBI requirements), all taxes (inclusive of GST) as applicable, charges, levies, cess and transportation.
- ii) The prices quoted shall also be firm and shall not be subject to exchange variations, labour condition, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates, all applicable tax (es) levied by the Central Government or any State Government or local authority, if applicable, minimum wages of Central Government etc. **as applicable as per rules.**

- iii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- iv) The tenderer should ensure that all columns of the price schedule may be duly filled and no column is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.

4. Earnest Money Deposit (EMD) / Security Deposit/ Retention Money:

- a) The tenderer has to deposit at the time of submission of Tender the Earnest Money Deposit (EMD) a sum of ₹4,720 (Rs. Four thousand and seven hundred twenty only) by NEFT. No interest on Bid Security/EMD shall be paid.
- b) The Tenderer shall provide EMD of ₹4,720/- through NEFT to “Reserve Bank of India, Lucknow” by credit to A/c No. 186003001 and IFSC- RBIS0LKPA01. It should be credited to the A/C before last date mentioned in SOT.
- c) Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the RBI.**
- d) The EMD paid by successful tenderer shall be held by the Reserve Bank of India as security for execution and fulfilment of the contract. No interest shall be paid on this deposit. The EMD shall be converted into Security Deposit (SD) and the same shall be released to the contractor on completion of the work.
- e) The security deposit of the successful tenderer will be forfeited if the contractor fails to comply with any of the conditions of contract. No interest will be paid on SD withheld by the Bank.
- f) The EMD of unsuccessful Bidders shall be discharged/returned by RBI within 7 working days after award of work to successful bidder.

5. Receipt of Tenders – The tender bids will be accepted till the schedule time and date as referred to in SOT. The tenders received thereafter shall not be entertained in any circumstances.

6. Opening of Part I

- a) The Technical – Commercial bids shall be opened on the scheduled time and date as referred to in SOT at the office of Regional Director, Reserve Bank of India, 8-9, Gomti Nagar, Lucknow. Uttar Pradesh - 226010, in the presence of tenderers or their authorized representatives (with authority letter) who choose to be present.

7. Scrutiny of Part I

- a) The Bank would examine and evaluate responsive Techno – Commercial Bids, as per the Bank’s requirement. All the qualified Tenderers are liable for opening of Part II/ Financial Bid.
- b) After evaluation of the Part I, the short-listed Tenderers will be intimated by telephone/ emails. The decision of the Bank on Part I shall be final and shall not be open for discussion.

8. Opening of Part II

- a) The Part-II of the Tender will be opened on the scheduled time and date as referred to in SOT at the office of Regional Director, Reserve Bank of India, 8-9, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010.
- b) The short-listed Tenderers or their authorized representatives may be present, if they so desire.

9. Scrutiny of Part II

- a) Part II /Financial Bid will be evaluated on the basis of total cost of the contract. Bank may ask justification/details of the quoted price.
- b) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless RBI feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- c) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'b' and 'c' above.

10. Bank's right to accept any Bid and to reject any or all Bids

Notwithstanding anything mentioned above, RBI 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 Tenderer or Tenderers. The Bank shall not assign any reason for rejection of any or all Bids.

RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:

- a) In case no Bid is received
- b) Occurrence of any event due to which it is not possible to proceed with the selection process.
- c) An evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- d) On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- e) The Bank further reserves the right to retender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise not feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- f) The Bank will not accept the stipulation of any additional conditions by the tenderer.

11. The tenderer must use only the forms issued by the Bank to fill in the rates. Any addition / alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.

12. The Tender form must be filled in English or Hindi and all entries must be made by typing. If any of the documents uploaded in system for Part-I is found missing or unsigned, the Bank in its discretion may consider the Tender invalid.

13. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the Tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the Tender void at the Bank's option. No advice of any change in rate or of conditions after the opening of the Tender will be entertained.
14. Each of the Tender documents uploaded should be signed by the person or persons submitting the Tender and is taken at his/ their having acquainted himself/ themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any Tender with any of the documents not so signed will be rejected.
15. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the Bank may reject the tender.
16. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
17. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractor will have to execute orders for part of the items placed with them at the quoted rates. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same. In this context, the rates quoted for each item must be self-supporting and relevant.

18. Contract Agreement:

On receipt of intimation from the Bank of the acceptance of his/her tender, the successful tenderer shall be bound to sign the prescribed formal contract (format given in the Section IV) and within **one day** thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person/firm so tendering whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer.

19. The Contractor shall not assign the Contract:

He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.

20. The Contractor shall carry out all the work strictly in accordance with details, specifications, timelines & other instructions of the Bank. If in the opinion of the Bank changes have to be made in the design and with the prior approval in writing of the Employer they desire, the Contractor to carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.

21. A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alterations by omissions, deductions or addition at the discretion of the Bank. Each tender should contain

not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

22. Liquidated damages for delayed completion:

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. "Liquidated Damages" will at the rate of 0.25% of the quoted rate (excluding taxes) per day of delay to be imposed by the Bank in which case the same shall be recovered from the final bill of the contractor (s).

23. Sub-standard works and materials:

If any work or material used in the work is found to be unsound, imperfect or inferior, from what is specified in the contract, the Contractor shall be advised to rectify or re-execute the work or remove the material as the case may be, within a reasonable time depending upon the nature of work, after receipt of written instructions. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the contractors' cost as per the provisions of the contract. If the sub-standard work done cannot be rectified or redone because of structural/time or other constraints, and if it is subsequently decided to accept the said work, payment for such works shall be allowed at a reduced rate. The reduced rate shall be arrived at keeping in view the nature and extent of deviation from the specifications or drawings. The cost adjustments for such deficient works if finally accepted while settling of bills, shall be made only for the quantities of such deficient work which are identified and measured separately after detailed inspection of work. The rest of the work which does not contain defects/deficiency shall be measured and paid separately.

24. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefore. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

25. The successful tenderer must co-operate with the other contractors (if any) appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

26. Stipulated time for completion of work: Time is the essence of the contract. The entire work is to be completed and delivered within **February 05, 2021**. The printed material will have to be delivered at the LDM office of 74 districts. The material for Lucknow district will be delivered to a location as advised by Bank subsequently. The entire work is to be delivered by February 05, 2021 to all designated districts.

27. In a designated district, one **consignment** has to be delivered. The consignments consists of **a number of sets**. A set is defined in Para 28. Specific address for individual district will be provided on the issue of work order to successful bidder. The weight of the consignment will be different for each designated district and will be in kilograms.

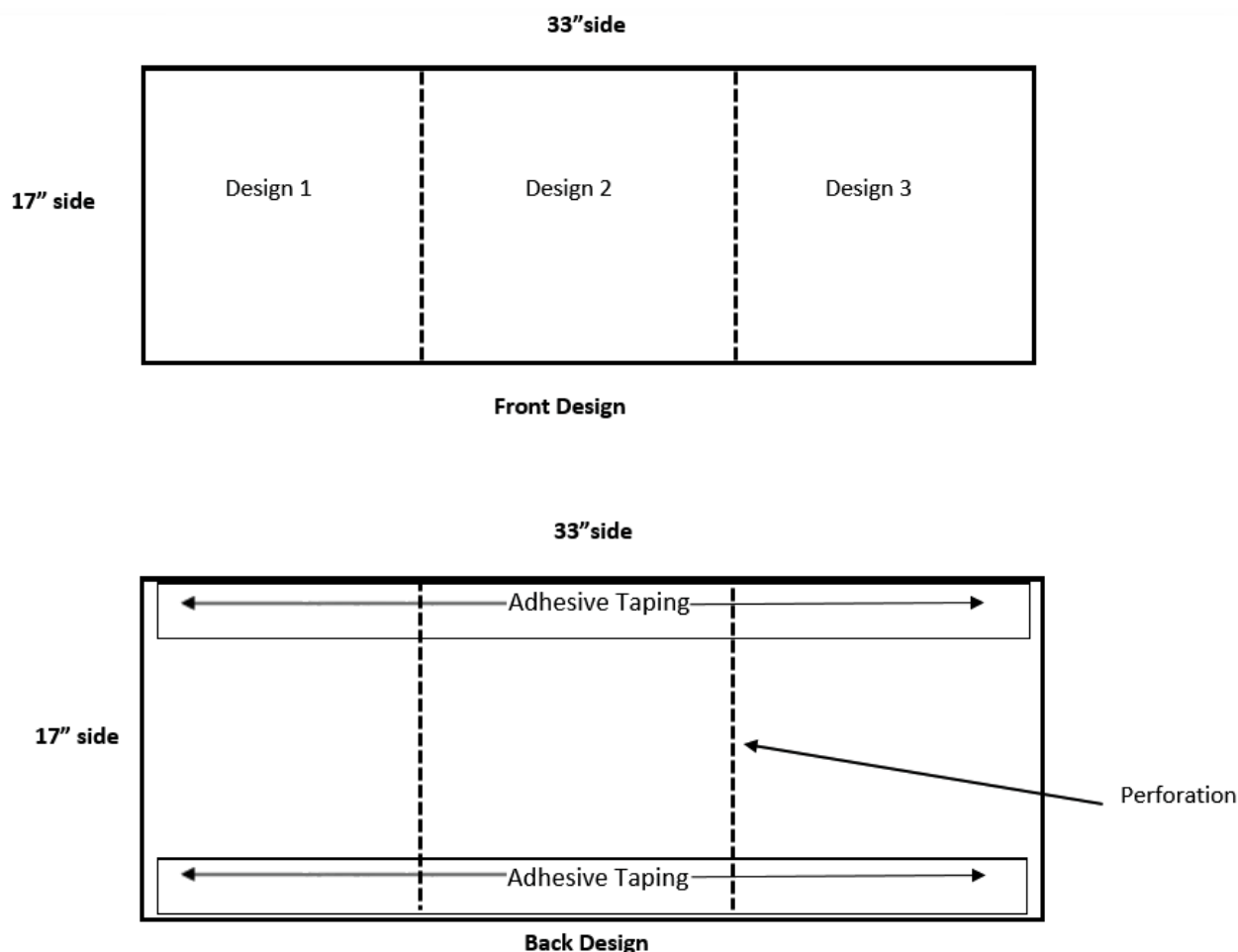
28. Technical Specification, Packing and Transportation/Delivery:

Sr. No.	Paper	Size	Thickness	Colour	Material	No. of Units to be printed			
						*Design-1	*Design-2	*Design-3	Total
1.	A-3 Poster (One-sided printing)	17"x 11" (Standard A3 size)	170 GSM Art Paper	Multi-colour	Glossy Art Paper	19,660	19,660	19,660	58980

*Draft Designs will be shared request to asvikash@rbi.org.in /8210108736

28.1 Packing –

- i) The 3 design will be set on a 17"x 33" (three combined A3 standard size) with two perforations each at one third of the length along the 33" side.
- ii) The draft design is attached for your perusal.



- iii) Every 17"x 33" poster will have adhesive tapes on **6 places** running along the 33" length.
- iv) The 17"x 33" poster will be folded along the perforation.
- v) **A Set** will be defined as the following – Each **lot of 50 posters** of size 17"x 33" will be packed in brown paper.

28.3 The total volume of printed material will be distributed in these lots to all 74 districts. The consignment for a district will consist of number of such sets which will be shared with the successful bidder at the time of issue of work order.

29. Eligibility criteria –

The bidder must also show past experiences in carrying out such work (proof of experience in the form of work order, completion letter, client report etc.). Part-II of the tender (Price Bid) will be opened to only those bidders who meet the following requirements:

- a) **Duration of past experience** - Should have minimum 5 years of experience of executing similar works (during last 5 years ending last day of month previous to the one in which applications are invited). Applicant should furnish their client list showing the details of work carried out by them during the last 5 years. The applicant should submit documentary evidence in support of minimum experience of 5 years.
- b) **Minimum value of each completed work** – Experience of last 5 years ending last day of month previous to the one in which applications are invited
 - i) Three works each costing not less than the amount equal to 40% of the estimated cost (₹2.36 lakh)

OR
 - ii) Two works each costing not less than the amount equal to 50% of the estimated cost (₹2.36 lakh)

OR
 - iii) One work costing not less than the amount equal to 80% of the estimated cost during the last five years
- c) Applicant should have applicable tax registrations (PAN, GST Number etc.) supported by documentary evidence
- d) Applicant should submit Income Tax Returns for last three financial years
- e) In case if Bank does not receive enough bids comprising this criterion then the Bank shall have discretion to consider even those bids which have completed less than stipulated amount of work during last two Financial Years. In this condition, however, selection of bidder will also comprise 25% weightage to “printing work during last two years on proportionate basis” and 75% weightage to “Price bid, on proportionate basis”. The selection of successful bidder will be decided on the average sum of both of these.
- f) The tentative list of documents to be submitted are:
 - i) PAN, GST number supported by documentary evidence
 - ii) Income Tax Returns for last three financial years
 - iii) Documentary evidence in support of minimum experience of 5 years in executing similar works - proof of experience in the form of work order, completion letter, client report
 - iv) Furnish client list showing details of work carried out during the last 5 years and work completion certificates
 - v) Documentary evidence supporting Para 29 (b)
 - vi) Any other document required in tender
- g) The tender is **open only to the following agencies/firms**:
 - i) agencies/firms having their registered headquarters/office in Lucknow. Bidder should submit documentary evidence to support it.

30. The tender is invited under two-bid process. Bidders are required to submit technical bid (Section-I) and financial bid (Section-II) in **two different sealed envelopes**, titled Technical and Financial bid respectively. Both the envelopes should be put together in one large sealed envelope with appropriate title and submitted to RBI on or before **12:00 hrs on January 21, 2021 (Thursday)**. If the technical bid and financial bid are not submitted in separate sealed envelopes, the bid will be summarily rejected.

31. The closed large sealed envelope containing the quotation, duly signed & completed in all respects addressed to the Regional Director, Reserve Bank of India, 8-9, Vipin Khand, Gombi Nagar, Lucknow – 226010 shall be dropped in the tender box kept in Financial Inclusion and Development Department, 2nd Floor at RBI, Lucknow on or before **12:00 hrs on January 21, 2021 (Thursday)**.
32. The contractor should make payments to labour in accordance with minimum wages act, as applicable.
33. **Payment terms:** The final payment will be made in at least 30 working days after successful delivery and sample quality verification of the printed material at RBI Lucknow. The successful bidder shall have to submit the acknowledgement receipts of delivery for all designated districts as per the work order.
34. If a Bidder withdraws his Bid during the period of Bid Validity or fails to complete the task to the Bank's satisfaction after award of work or has been blacklisted by any government agency and the blacklist is still in force, the EMD shall be forfeited by the Bank.
35. The successful tenderer shall take workmen compensation policy for the workers engaged in the work. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.
36. The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.
37. The successful tenderer may please note that, the Bank will deduct the amount on account of the income tax including surcharge etc., if any, from the running a/c bills as per the orders of State / Central Government.
38. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.
39. The successful tenderer should make with own arrangements to obtain all materials required for the work.
40. The tender is valid for a period of 90 days from the date of opening of Part I of the tender. The Bank reserves the right to award the contract anytime within that period.
41. The Contractor shall strictly comply with the provision of safety and fire safety code annexed hereto.
42. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
43. **Engagement of Contract Labour:** The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the contractor.

44. The Sexual Harassment of women at work place:

The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of

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

a. 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.

b. 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.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

45. Breach of Confidentiality Provisions

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

I/We hereby declare that I/we have read and understood the above instructions, terms and conditions for the guidance of tenderers.

Section (III)

The Conditions Here in before Referred To

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

- a) "Employer" shall mean the Reserve Bank of India and shall include its assignee and successors.
- b) In the case of company "Contractor" shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.
- c) "This Contract" shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- d) "Notice in Writing" shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- e) "Act of Insolvency" shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
- f) "Net Prices" if in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
- g) "The works" shall mean Printing, Taping and Delivery of Multi-colour Posters to the LDM's office in the district headquarters in the State of UP.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

2. Scope of Contract:

The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank. The Bank may in his absolute discretion and from time to time issue further written instructions, details, direction and explanations. The contractor before proceeding with "The works", shall provide to the Bank samples of the designs for verification and proof reading. Only after receiving confirmation from the Bank, will the contractor proceed with the printing. The Contractor will not make any additions/changes to the designs without permission of the Bank. There should not be any offsets/publicity of the firm in the final designs.

3. The Contract shall be executed in duplicate and the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Designs and of specifications.

4. Completion certificate:

The works shall not be considered as completed until the Bank's assigned official(s) has/have certified in writing that the work has been completed.

5. Damages for non-completion:

If the Contractor fails to complete the works by the date stated in the Appendix then the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

6. Contractor's failure to comply with Employers instruction:

If the Contractor after receipt of written notice from the Employer fails to comply with such further instructions, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

7. Termination of Contract by the Employer:

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

Or

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

Or

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

Or

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

Or

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for seven days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions or

(v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

9. Settlement of disputes by Arbitration:

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal as stated above. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor) any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

Upon every of any such reference, the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator

or Arbitrators, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank and no Award of the Arbitrator or Arbitrators, as the case may be shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

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

11. Abandonment of works

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

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

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

I/We hereby declare that I/we have read and understood the above instructions, terms and conditions for the guidance of tenderers.

Section (IV)

Articles of Agreement (for successful tenderer) (On the ₹100/- stamp paper, to be supplied by Contractor)

ARTICLES OF AGREEMENT made on the _____ day of _____ between the Reserve Bank of India, Lucknow (hereafter called "RBI") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the RBI is desirous of carrying out the **Printing, adhesive taping and Delivery of Multi-colour Posters to the LDM's office in the district headquarters in the State of UP on Glossy Art Paper** and has prepared drawing and Schedule of Quantities showing and describing the work to be done AND WHEREAS the specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there-under (hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work as described in the said Specifications and the Schedule of Quantities.
2. The RBI shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the work is allotted, and to complete the entire work within stipulated time without exception.
6. All payments by the RBI under this Contract will be made only at Lucknow.
7. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have jurisdiction to determine the same.
8. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
9. The Sexual Harassment of women at work place:
The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
 - a. 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.

b. 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. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

Witnesses

SIGNED AND DELIVERED BY

.....
1).....
Address

.....
2).....
Address

Witnesses

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 taken 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 a partnership firm or any 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 their sealing clause in the Articles of Associations.

The Contractor is signing by the hand of power of attorney whether a company or individual.

The Contractor is signing by the hand of power of attorney whether a company or individual.

Quotation for delivery of Multi-colour Posters to the LDMS office in districts headquarters in the State of Uttar Pradesh

**Part II
Financial/Price Bid**

To,
The Regional Director,
Reserve Bank of India,
Financial Inclusion and Development
Department,
Lucknow, Uttar Pradesh

Sir,

Being duly authorized to represent and act on behalf of
.....
.....
....., and having read, fully understood and accepted all the requirements provided pertaining to the captioned work. We are pleased to quote as below:

Sr. No.	Category	Total Units	Rate/Cost per unit of A3 poster (including all cost, excluding GST, if any)	SGST/IGST @ _____% on Column 4	CGST @ _____% on Column 4	Rate/Cost per unit (including GST & all cost, if any)	Total Cost (in figures)
1	2	3	4	5	6	7 = 4+5+6	8 = (3 * 7)
1.#	A-3 (Posters) - 170 GSM, Glossy Art paper, multi colours, adhesive taping and delivery to 74 districts and Lucknow	58980					

Total cost (in words) _____

#Please refer to Para 28 of Part-1 of Tender for full technical specification & packing and details of requirement.

Signature of bidder