

दर संविदा 2024-25 के अंतर्गत प्रिंटर कार्ट्रिज की आपूर्ति और वितरण



भारतीय रिज़र्व बैंक केंद्रीय स्थापना अनुभाग

निविदा आमंत्रण सूचना (एनआईटी)

भारतीय रिज़र्व बैंक (आरबीआई), मुंबई/नवी मुंबई में दर संविदा 2024-25 के अंतर्गत प्रिंटर कार्ट्रिज की आपूर्ति और डिलीवरी के लिए ई-निविदा

1. परिचय

भारतीय रिज़र्व बैंक (आरबीआई), मुंबई क्षेत्रीय कार्यालय, स्टेशनरी अनुभाग, केंद्रीय स्थापना अनुभाग, आरबीआई, प्रथम तल, मुख्य कार्यालय भवन, शहीद भगत सिंह मार्ग, फोर्ट, मुंबई - 400001, जिसे आगे "बैंक"/ "रिज़र्व बैंक"/ "आरबीआई" कहा जाएगा, दर संविदा 2024-25 के अंतर्गत विभिन्न ब्रांडों (एचपी, कैनन, ब्रदर और ज़ेरोक्स) के प्रिंटर कार्ट्रिज की आपूर्ति के लिए पात्र प्राधिकृत वितरकों/पुनर्विक्रेताओं/ मूल उपकरण निर्माताओं (ओईएम) के भागीदारों से निविदाएँ आमंत्रित करता है।

खरीद आदेश आरबीआई के मुंबई/नवी मुंबई स्थित संबंधित क्षेत्रीय कार्यालयों/केंद्रीय कार्यालय विभागों/प्रशिक्षण प्रतिष्ठानों द्वारा उनकी आवश्यकता के अनुसार दिए जा सकते हैं। किसी भी मामले में, आपूर्ति की गई वस्तुओं या प्रदान की गई सेवाओं के भुगतान करने के लिए आरबीआई का संबंधित कार्यालय जिम्मेदार होगा।

2. बोली प्रक्रिया की अनुसूची

निविदा की प्रकृति	वित्त वर्ष 2024-25 के लिए दर संविदा पर प्रिंटर कार्ट्रिज की आपूर्ति और वितरण
ई-निविदा नं.	RBI/Mumbai Regional Office/HRMD/3/24-25/ET/195 [supply-printer cartridge-MRO]
निविदा दस्तावेज़ जारी होने की तिथि	16 जुलाई 2024; मंगलवार
बोली - पूर्व बैठक (ऑफलाइन)	29 जुलाई 2024; (सोमवार) अपराह्न 03:30 बजे
बोली - पूर्व बैठक का स्थान	केंद्रीय स्थापना अनुभाग, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय, प्रथम तल, मुख्य भवन, फोर्ट, मुंबई - 400001
एमएसटीसी ई-कॉमर्स (www.mstcecommerce.com) पर ई-निविदा (तकनीकी बोली और वित्तीय बोली) ऑनलाइन प्रस्तुति की प्रारम्भ तिथि	16 जुलाई 2024 (मंगलवार)
ई-निविदा ऑनलाइन प्रस्तुत करने की अंतिम तिथि	06 अगस्त 2024 (मंगलवार) पूर्वाह्न 11.30 बजे
तकनीकी बोली खोलने की तिथि और समय	06 अगस्त 2024 (मंगलवार) अपराह्न 03:00 बजे
वाणिज्यिक/वित्तीय बोली खोलने की संभावित तिथि और समय	वित्तीय बोली केवल उन बोलीदाताओं की इलेक्ट्रॉनिक रूप से खोली जाएगी जिनकी तकनीकी बोली आरबीआई, मुंबई क्षेत्रीय कार्यालय द्वारा स्वीकार्य पाई जाती है। ऐसे बोलीदाताओं को ईमेल के माध्यम से वित्तीय बोली खोलने की तिथि के बारे में सूचित किया जाएगा।
कार्य की अनुमानित लागत	ब्रांड के अनुसार कार्य की अनुमानित लागत इस प्रकार है : एचपी ब्रांड - ₹4.5 करोड़ (₹ चार करोड़ पचास लाख मात्र)।

दर संविदा 2024-25 के अंतर्गत प्रिंटर कार्ट्रिज की आपूर्ति और वितरण

	<p>कैनन ब्रांड - ₹1.5 करोड़ (₹ एक करोड़ पचास लाख मात्र)।</p> <p>ब्रदर ब्रांड - ₹15 लाख (₹ पंद्रह लाख मात्र)।</p> <p>जेरॉक्स ब्रांड - ₹10 लाख (₹ दस लाख मात्र)।</p>
बयाना जमा राशि	<p>ईएमडी की राशि विशेष ब्रांड के लिए कार्य की अनुमानित लागत का 2% होगी (उदाहरण के लिए, एचपी बोलीदाता के लिए, ईएमडी मूल्य ₹4.5 करोड़ का 2% है, (अर्थात) केवल ₹9 लाख) जिसे एनईएफटी / स्टेशनरी अनुभाग, केंद्रीय स्थापना अनुभाग, मुंबई क्षेत्रीय कार्यालय, आरबीआई, मुंबई के पक्ष में अनुसूचित बैंक द्वारा जारी बैंक गारंटी के माध्यम से जमा किया जाना है।</p> <p>NEFT खाता विवरण : खाता नं. 04869229907 आईएफएससी (IFSC) – RBIS0MBPA04 ('0' दोनों स्थानों पर शून्य)</p> <p>NEFT को 06 अगस्त 2024 (मंगलवार) को सुबह 11 बजे या उससे पहले खाते में जमा किया जाना चाहिए। बैंक गारंटी के मामले में, इसे 06 अगस्त 2024 (मंगलवार) को सुबह 11 बजे या उससे पहले नीचे दिए गए संचार पते पर प्रस्तुत किया जाना चाहिए।</p> <p>ईएमडी राशि जमा करने की सूचना stationerymro@rbi.org.in पर दी जाए।</p>
संचार के लिए पता	<p>स्टेशनरी अनुभाग, केंद्रीय स्थापना अनुभाग, मानव संसाधन प्रबंध विभाग भारतीय रिज़र्व बैंक, प्रथम तल, मुख्य कार्यालय भवन, शहीद भगत सिंह मार्ग, फोर्ट, मुंबई- 400001</p>
संपर्क व्यक्ति	<p>1) श्री धनंजय मेश्राम, प्रबन्धक (ईमेल : dmmeshram@rbi.org.in, +91-9869225099)</p> <p>2) श्री चन्द्रसेगर पी, सहायक प्रबन्धक (ईमेल : chandrasegarp@rbi.org.in, +91- 9500642231, 022-22603070)</p>

उपर्युक्त दिनों में से किसी भी दिन अप्रत्याशित रूप से कार्य बंद होने/छुट्टी होने की स्थिति में, उसे अगले कार्य दिवस पर खोला/आयोजित किया जाएगा।

निर्धारित तिथि और समय के बाद प्राप्त निविदाएं अस्वीकार कर दी जाएंगी।

बोली दस्तावेजों के प्रावधानों का पालन न करने वाली निविदाएं अस्वीकार की जा सकती हैं।

किसी भी समस्या/विवाद की स्थिति में, क्षेत्रीय निदेशक, आरबीआई, मुंबई का निर्णय अंतिम होगा और सभी पक्षों पर बाध्यकारी होगा।

आरबीआई न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण रूप से या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

क्षेत्रीय निदेशक



RBI

**Central Establishment Section
Stationery Section, Mumbai Regional Office
Mumbai**

E-tender Number: RBI/Mumbai Regional Office/HRMD/3/24-25/ET/195 [supply-printer cartridge-MRO]

अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, मानव संसाधन प्रबंध विभाग, मुंबई ने इच्छुक पार्टियों को संविदा की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने यहां विद्यमान जानकारी को तैयार करने में उचित सावधानी बरती है और उसे विश्वास है कि यह सही है तथापि इस दस्तावेज़ में निहित जानकारी या इससे जुड़ी कोई भी दी जाने वाली जानकारी, की पूर्णता या सटीकता के बारे में न तो भारतीय रिज़र्व बैंक, न ही इसका कोई प्राधिकारी या एजेंसी या उनके संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार कोई वारंटी देते हैं और न ही कोई प्रतिनिधित्व, चाहे व्यक्त या अंतर्निहित, करते हैं।

जानकारी का संपूर्ण होना अभिप्रेत नहीं है। इच्छुक पार्टियों को अपनी स्वयं की पृष्ठताछ करने की आवश्यकता है, और उत्तरदाताओं को लिखित रूप में पुष्टि करनी होगी कि उन्होंने ऐसा किया है, और वे ई-निविदा प्रस्तुत करते समय केवल भारतीय रिज़र्व बैंक द्वारा प्रदान की गई

Reserve Bank of India, Human Resource Management Department, Mumbai, has prepared this document to give background information on the Contract 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 agencies or any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested 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

<p>जानकारी पर भरोसा नहीं करते हैं। जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक, या उसके किसी प्राधिकारी या एजेंसी या उनके किसी संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार पर गैर-बाध्यकारी है।</p> <p>भारतीय रिज़र्व बैंक के पास संविदा के साथ आगे नहीं बढ़ने या संविदा के ढाँचे को बदलने, इस दस्तावेज़ में दिये गए समय सारिणी को बदलने या लागू होने वाली प्रक्रिया या कार्यविधि को बदलने का अधिकार सुरक्षित है। बैंक अभिरुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी।</p>	<p>submitting the e tender. The information is provided on the basis that it is non-binding on Reserve Bank of India, or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.</p> <p>Reserve Bank of India reserves the right, not to proceed with the Contract or to change the configuration of the Contract, to alter the timetable 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.</p>
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**RBI
Central Establishment Section
Stationery Section, Mumbai Regional Office
Mumbai**

Tender

for

Supply and delivery of Printer Cartridges

at

RBI, MUMBAI

under

RATE CONTRACT: FY 2024-25

Tender ID: RBI/Mumbai Regional Office/HRMD/3/24-25/ET/195 [supply-printer cartridge-MRO]



**Reserve Bank of India
Central Establishment Section**



NOTICE INVITING TENDER (NIT)

E-Tender for Supply and Delivery of Printer Cartridges at Reserve Bank of India (RBI), Mumbai / Navi Mumbai under Rate Contract 2024-25

1. Introduction

The Reserve Bank of India (RBI), Mumbai Regional Office, Stationery Section, Central Establishment Section, RBI, 1st Floor, Main Office Building, Shahid Bhagat Singh Marg, Fort, Mumbai – 400001, hereinafter referred as “the Bank”/ “Reserve Bank”/ “RBI” invites tenders from eligible Authorized Distributors/Resellers/Partners of Original Equipment Manufacturers (OEMs) for supply of Printer Cartridges of various Brands (HP, Canon, Brother & Xerox) under Rate Contract 2024-25.

The purchase orders may be placed by respective Regional Offices / Central office Departments / Training Establishments of RBI at Mumbai / Navi Mumbai as per their requirement. In either case, the respective office of RBI will be responsible for making payments for the items supplied or services rendered.

2. Schedule for Bidding Process

Nature of the tender	Supply and delivery of Printer Cartridges on Rate Contract for the FY 2024-25
E Tender No	RBI/ Mumbai Regional Office/ HRMD/ 3/ 24-25/ ET/ 195 [supply-printer cartridge-MRO]
Date of release of tender Document	July 16, 2024; Tuesday
Pre-Bid Meeting (Offline)	July 29, 2024; (Monday) at 03:30 PM
Venue of Pre-Bid meeting	CES, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, Fort, Mumbai- 400001
Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at MSTC E-Commerce (www.mstcecommerce.com)	July 16, 2024 (Tuesday)
Date of closing of online submission of e-tender	August 06, 2024 (Tuesday) at 11.30 AM
Date and Time of Technical Bid Opening	August 06, 2024 (Tuesday) at 03:00 PM
Tentative Date and Time of Commercial/ Financial Bid Opening	Financial Bid shall be opened electronically of only those bidder(s) whose Technical Bid is found acceptable by RBI, Mumbai Regional Office. Such bidder(s) shall be

	intimated regarding date of opening of Financial Bid through email.
Estimated Cost of Work	Brand wise estimated cost of the work is as under: HP Brand - ₹4.5 crores (Rupees Four Crore Fifty Lakh). Canon Brand – ₹1.5 crores (Rupees One Crore Fifty Lakh). Brother Brand – ₹15 Lakhs (Rupees Fifteen Lakhs). Xerox Brand – ₹10 Lakhs (Rupees Ten Lakhs).
Earnest Money Deposit (EMD)	Amount of EMD will be 2% of the estimated cost of work for the particular Brand (For example, for HP bidder, the EMD value is 2% of ₹4.5 crores, (i.e) ₹9 lakh only) which is to be submitted through NEFT/ Bank Guarantee issued by a Scheduled Bank drawn in favor of Stationery Section, Central Establishment Section, Mumbai Regional Office, RBI, Mumbai. NEFT A/c details: A/c No 04869229907 IFSC – RBIS0MBPA04 ('0' Zero in both places) NEFT should be credited in the account on or before August 06, 2024 (Tuesday) at 11.00 AM . In case of Bank Guarantee, it should be submitted at the address of Communication as given below on or before August 06, 2024 (Tuesday) at 11.00 AM . Submission of EMD amount may be communicated to stationerymro@rbi.org.in.
Address for Communication	Stationery Section, CES, HRMD RBI, 1 st Floor, Main Office Building, Shahid Bhagat Singh Marg, Fort, Mumbai- 400001
Contact Persons	1) Shri Dhananjay Meshram, Manager (email: dmmeshram@rbi.org.in , +91-9869225099) 2) 2) Shri Chandrasegar P, Assistant Manager (email: chandrasegarp@rbi.org.in , +91-9500642231, 022-22603070)

In the event of any unforeseen closure of work/ holiday on any of the above days, the same shall be opened /held on the next working day.

Tenders received after due date and time shall be rejected.

Tenders not complying with the provisions of bidding documents are liable to be rejected.

In case of any problem/dispute, decision of Regional Director, RBI Mumbai will be final and binding on all parties.

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

Regional Director

Important instructions regarding E-tender on MSTC Portal

This is an e-procurement event of Reserve Bank of India, Mumbai Regional Office. The e-procurement service provider is MSTC Limited. Bidders are requested to read and understand the Notice inviting e-tender and subsequent Corrigendum, if any, before submitting their online 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 Financial Bid over the internet, will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The Technical Bid and Financial Bid have to be submitted online only at MSTC E-Commerce (www.mstcecommerce.com)

- 1) Vendors are required to register themselves online at MSTC E-Commerce (www.mstcecommerce.com) as Vendor by 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 while filling the registration form.
- 3) In case of any clarification, please contact MSTC/RBI, Mumbai Regional Office, (before the scheduled time of the e- tender).

MSTC Ltd Contact Person

- I. Shri Manas Mallick, Senior Manager (MSTC-WRO), Email Id: manas@mstcindia.co.in, Phone No: 9831108435
- II. Shri Tanmoy Sarkar, Deputy Manager, Email Id: tsarkar@mstcindia.co.in Phone No: 8349894664
- III. HO Central Helpdesk (MSTC) for Vendors: Phone No 07969066600, Email Id: wroopn2@mstcindia.in, (Please mention "HO Helpdesk" as subject while sending emails)

Contact person (RBI, Mumbai):

- I. Shri Dhananjay Meshram, Manager (9869225099) Email Id: dmmeshram@rbi.org.in
- II. Shri Chandrasegar P, Assistant Manager (9500642231/ 022-22603070) Email Id: chandrasegarp@rbi.org.in

B) System Requirements:

- I. Windows XP-SP3 & above/Windows 7 Operating System
- II. IE-7 and above Internet browser.
- III. Signing type digital signature
- IV. JRE 7 update 9 and above software to be downloaded and installed in the system.

To disable "Protected Mode" for 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 www.mstcecommerce.com once)

For more details, vendor may refer to the Registration Guide and FAQ available at MSTC E-Commerce (www.mstcecommerce.com)

C) Process of e-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at MSTC E-Commerce (www.mstcecommerce.com). Tenders will be opened electronically on specified date and time as given in the tender.

2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

3. Special Note towards Transaction fee:

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.

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 event to give themselves sufficient time to submit the bid.

4. 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-id 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).

5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. Bidding in e-tender:

a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by the tender inviting authority after the award of the contract.

- b) The process involves Electronic Bidding for submission of Technical and Financial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website MSTC E-Commerce (www.mstcecommerce.com).
- d) The vendor 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 is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same must be filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.
- f) Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors shall remain completely anonymous to one another and to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) The Bank 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.
- m) 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 terms & conditions for the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) No deviation from the technical and financial terms & conditions are allowed.
- p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- q) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eproc/> to familiarize with the system before bidding.

Terms & Conditions

3. Eligibility Criteria

- i. Bidder shall be an Authorized Distributor/Reseller/Partner of the OEM in India and their office should be based in Mumbai / Navi Mumbai. Documents in this regard should be submitted.
- ii. The Bidder shall not have been banned/blacklisted by any Government department / PSU/PSE or banks/FIs for non-implementation/delivery of the order. Self-declaration to that effect should be submitted ([Annex V](#)).
- iii. The bidder shall have reputed background and should be in the business for at least the last five financial years. The average annual turnover of the bidder, brand wise for last three financial years should be as under
HP Brand - ₹5 crores (Rupees Five Crores).
Canon Brand – ₹2 crores (Rupees Two Crores).
Brother – ₹20 Lakhs (Rupees Twenty Lakhs).
Xerox – ₹15 Lakhs (Rupees Fifteen Lakhs).
Documents to be submitted in this regard (Chartered Accountant's certificate and audited financial statements for the FY 2021-22, 2022-23, 2023-24).
Documentary evidence for supplying of Printer Cartridges in previous years to be submitted as per [Annex VI](#).
- iv. The Bidder shall be capable of supplying products procured from Original Equipment Manufacturer, within Seven days to the Departments / Offices of the Bank located in Mumbai and Navi Mumbai. The RBI reserves the right to add or substitute any location.
- v. The Bidder shall be responsible for ensuring that the products offered to RBI are compliant with instructions/orders issued by Government of India.
- vi. RBI's past experience with bidders and track record of company in respect of Rate contract during last 3 years (i.e. delay in delivery of items, delivering items not as per terms & conditions and specifications of Rate Contract, refusing to accept the Purchase Order, etc.) would be evaluated and the bidder with whom RBI's experience has not been satisfactory during last three years will not be considered at the time of Technical and Commercial Bid Evaluation.

4. E-Tendering for Technical and Commercial Bidding

- i. The bids shall be submitted online at the website MSTC e-Procurement Portal for RBI (<http://www.mstcecommerce.com/eprchome/rbi>) as per terms and conditions of the tender document. The bidders will have to upload the duly signed and scanned documents along with **scanned copy of EMD Bank Guarantee/ NEFT Statement** as part of technical bid. The original hardcopy of the EMD should reach us at the address of the communication before opening of the technical bids. It must be ensured that all the documents are uploaded while submitting the tender online. The bidders are requested to note that they cannot make their online submission after the time stipulated and no extension of time will normally be permitted for submission of tenders.
- ii. RBI shall follow a two-stage evaluation and selection process. In the first stage (Technical Bid Evaluation), only the documents submitted by the bidder will be opened

and evaluated based on eligibility criteria and other terms and conditions. Only those bidders who have submitted all the required forms and documents and comply with the eligibility criteria will be considered for financial bid evaluation. Bids that do not comply with the eligibility criteria and other terms and conditions in the tender document will not be financially evaluated.

- iii. The bidders are requested to note that it is mandatory to have a valid digital certificate/signing and encryption certificate issued by any certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance, and if any assistance is required for the purpose, bidder can contact MSTC e-Procurement team directly.
{Mr. Tanmoy Sarkar, Deputy Manager, e-mail - tsarkar@mstcindia.co.in, Mob.: 8349894664;
Mr. Manas Mallick, Senior Manager, E-mail- manas@mstcindia.co.in, Mob.: 9831108435;
Centralized MSTC Helpdesk for Vendors, E-mail- wroopn2@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails), Mob.: 07969066600 (9:30 AM to 5:00 PM on all working days for all Technical issues relating to e-Tenders, System settings etc.)}.
- iv. RBI shall open the bids on scheduled dates mentioned in the tender document in the presence of Bidders' Representative who choose to be present on the date, time and address mentioned above, or as amended by RBI. One representative will be allowed to represent each Bidder. The Bidder's representatives who are present shall sign the register evidencing their attendance. In case the Bidder's representatives are not present at the time of opening of bids, the bids shall still be opened at the scheduled time at the sole discretion of RBI.
- v. RBI shall not be responsible for any delay due to any reasons.

5. Technical Bid

Technical bid should be complete in all respects and contain all information asked for, except prices. The suggested format for submission of technical offer is as follows:

Sr. No.	Documents	Annex
1	Covering letter	I
2	Company profile	II
3	Manufacturer's Authorization Form (MAF)	III
4	Authorization Letter/ Board Resolution for an Authorized Representative	IV
5	Certificate from the company for not being banned or blacklisted since its incorporation	V
6	Supply of Printer Cartridges to at least three organizations (Banks/Financial Institutions/PSU/ Government organisations)	VI
7	EMD in the form of Valid Bank Guarantee / NEFT Statement	VII
8	Performance Bank Guarantee	VIII
9	Commercial Bid	IX (Not to be submitted with Technical Bid)
10	Generic E-mail ID and Escalation Matrix	X

11	Undertaking to the effect that the products offered to RBI are compliant with instructions/orders issued by Government of India	XI
12	Client certificate regarding supply of cartridges by the bidder	XII
13	Integrity Pact	XIII

6. Financial/ Commercial Bid

The Commercial Bid format is attached at [Annex IX](#). **Each bidder must bid for one brand only.** The Commercial offer must not contradict the technical offer in any way. Bidders should mention only one cumulative discount percentage that they will offer on the printed Maximum Retail Price (MRP) for all models of that particular brand. The Estimated Annual Quantity required, specified at [Annex IX](#), is tentative only.

7. Bid Prices Validity Period

The empanelled bidders along with the L1 prices (including discount % for unlisted models) for each of the item shall be valid until the entire duration of the Rate Contract.

8. Earnest Money Deposit

Bidder should submit Earnest Money Deposit (EMD) of 2% of the estimated cost of work for the **particular Brand** through NEFT/ Bank Guarantee issued by a Scheduled Bank drawn in favour of Stationery Section, Central Establishment Section, Mumbai Regional Office, RBI, Mumbai. **NEFT A/c No 04869229907 IFSC – RBIS0MBPA04 ('0' Zero in both places)** Mumbai should be credited in the account on or before **August 06, 2024 (Tuesday) at 11.00 AM**. The original hardcopy of the EMD (in case of BG/DD) should reach us on or before **August 06, 2024 (Tuesday) at 11.00 AM**. The irrevocable Bank Guarantee drawn on a Scheduled Bank shall be in a form acceptable to the RBI as per [Annex VII](#). The EMD shall remain in force up to September 30, 2024 and no interest shall be paid on this deposit. The EMD of unsuccessful bidders will be returned to them within a month of selection of bidders. The EMD of the empanelled bidders would be returned after the submission of Performance Bank Guarantee (PBG) by them within thirty days of finalizing of the Rate Contract 2024-25. EMD will be forfeited in the following circumstances:

- i. Successful bid, if withdrawn, is liable for forfeiture of the EMD.
- ii. Withdrawal of the bid by any bidder after opening of the bids but before notification of award/finalisation of Rate Contract.
- iii. Failure of selected bidder to submit the Performance Bank Guarantee within 30 days from the date of empanelment for supply under rate contract. In such instance, RBI at its discretion may cancel the empanelment of the Bidder without giving any notice.

9. Performance Bank Guarantee (PBG)

The successful bidder has to submit a Performance Bank Guarantee (PBG) equivalent to the amount of 5% of contract amount awarded to the respective successful bidder issued by a scheduled bank in favour of **the Regional Director, Mumbai Regional Office, RBI, Mumbai**, valid for a period beyond three months of the validity of Annual Contract (AC), within a period of 10 days from days from award of the AC. The EMD submitted along with the bid will be returned soon after receipt of the PBG. The format for PBG is given in [Annex - VIII](#).

10. Order Cancellation and Invocation of PBG

RBI/Purchaser also reserves the right to cancel the order and initiate the process for invocation of Performance Bank Guarantee (PBG) in the event of one or more of the following circumstances:

- i. If the Bidder goes into liquidation voluntarily or otherwise;
- ii. Breach by the tenderers of any of the terms and conditions of the tender;
- iii. The failure in timely delivery of three consecutive purchase orders by RBI;
- iv. Delay in delivery beyond a period of one month from the date of purchase order without satisfactory reason;

In addition, RBI reserves the right to debar the bidder from the existing Rate Contract and debar the bidder from participating in RBI Rate Contract Tender over the next three consecutive years.

11. Manufacturer's Authorization Form (MAF)

Bidders, other than sole agents in India of the manufacturers, must upload a letter of authority/MAF as per [Annex III](#), from the cartridge Original manufacturers (HP/ Canon/ Xerox/ Brother) that they are an authorized reseller and are authorized to quote.

12. Alternative offers not to be submitted

Each offer should specify only a single solution for each item, which is cost-effective and meets (or exceeds slightly) the tender specifications and should not include alternatives. Any bidder submitting the alternate offer instead of the required item shall be rejected during the technical evaluation process itself.

13. Evaluation of Price Bid

- i. **One vendor can submit rates for only one Brand.** Vendors shall submit their fixed discount on Maximum Retail Price (MRP) for all models of a single brand (please refer [Annex IX](#)).
- ii. L1 shall be decided by the quoted discount rate for that brand.

Note: Vendor has to submit Financial bid (Part II) on the MSTC portal. Bids once submitted shall not change under any circumstances.

- iii. RBI, may at its discretion, empanel more than one vendor. Decision of the Bank shall be final and binding on all concerned in this regard.
- iv. Rates quoted by L1 may be offered to L2, provided L2 is willing to provide supply at L1 rates. If L2 is not willing, offer may be given to L3 vendor.
- v. The ratio of giving orders to L1 and L2 vendor, at rates quoted by L1, may be tentatively 60 percent and 40 percent or alternate orders. Decision of the Bank shall be final and binding on all concerned in this regard.

14. Clarification of Offers

To assist in the scrutiny, evaluation, and comparison of offers, RBI may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and

the response shall be in writing. The Bank shall not entertain and encourage any oral communication.

15. Verification

RBI reserves the right to verify any or all statements made by the bidder in the tender document and to inspect the bidder's facilities, if necessary, to establish to its satisfaction about the bidder's capacity to perform the job.

16. No Commitment to Accept Lowest or Any Tender

RBI shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. RBI reserves the right to make any changes in the terms and conditions of purchase. RBI shall not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

17. Award Criteria

i. Technical Evaluation:

First, the Technical Evaluation shall be done as per the documents submitted by the bidder. The list of documents is mentioned in Table 5.1. RBI will create a short-list of technically qualifying bidders.

ii. Commercial Evaluation:

The Commercial Bids of only the Technically Qualified bidders shall be opened at a later stage. The bidder, whose commercial Bid for a particular Brand has been determined to be the lowest evaluated bid, will be called L1. In similar manner, other bidders shall be ranked L2, L3, L4, etc., for that brand in increasing order of their commercial Bids.

18. Signing of Contract

The successful bidder(s) shall be required to enter into a contract with RBI, within 5 days of the award of the tender or within such extended period as may be specified. The Empanelment of Bidders under the Rate Contract will be till August 31, 2025. However, RBI reserves the right to extend the contract for further years as per the requirement on the same terms and conditions as has been agreed upon between the parties for this contract, subject to satisfactory performance to be evaluated by RBI at the time of expiry of prevailing agreement). RBI also reserves the right to discontinue the contract at any time without assigning the reason.

19. Locations to be covered

The Printer Cartridges being procured shall be used in Printers installed at RBI's Offices/ Department / Bank's other premises located in Mumbai / Navi Mumbai. RBI reserves the right to add or substitute any location.

20. Delivery Period

The delivery in full shall be made within seven days at the place specified in the respective Purchase Order (PO) which may be placed by email or any other formal method. The value and the volume of the items purchased at each instance through a single purchase order may vary depending on the need of the department/ office placing the order.

21. Billing by the empaneled bidders

Indents shall be made by various offices/departments of RBI located in Mumbai and Navi Mumbai, normally on quarterly / Monthly basis. The indent shall be sent preferably on e-mail. Payments shall be made by the respective departments/offices which has placed orders.

22. Payment Terms

- (i) 100% payment for the cartridges provided shall be released on submission of the invoices duly supported by the relevant documents as proof of delivery in good condition. No other charges, except applicable GST, shall be payable. The rate should be inclusive of all cost of materials, transportation, labour, taxes, etc.
- (ii) The Cartridges provider should submit their bills to the office along with the consignment.
- (iii) The Cartridges should be delivered in good condition. In case of any damage, the responsibility shall be that of the Service Provider. The cost of the material and loss of time shall be recovered from them. If the material supplied is not of standard quality as specified by the Bank the same will be rejected and no payment shall be made for that supply. In case of failure/delay in supplies fully or partially the Bank is at liberty to get the same through other sources at its sole discretion and the difference in cost, if any, will be recoverable from defaulting party.

23. Penalties

- i. **Performance Bank Guarantee:** The amount of Performance Bank Guarantee shall be liable to be forfeited, if the cartridges supplied by the authorized vendor/supplier against the POs placed on them in pursuance of this contract are subsequently found as are not conforming to quality or not genuine. The Performance Bank Guarantee is also liable to be forfeited if the authorized supplier:
 - i) Fails to adhere to the terms of the Contract or
 - ii) Supplies any sub-standard or spurious Cartridges.
 - iii) Delays supplies (beyond 30 days).
 - iv) Over charges
- ii. **Delay in supply:** On receipt of indent for supply from the Bank, the delivery in full shall be made at the location advised, during the working hours of the department / office as soon as possible but not later than seven working days from the date of placing the indent.
- iii. **Refusal to supply the Cartridge:** In case of refusal on supplier part to supply the cartridge to the purchaser / beneficiaries within the time as provided in the respective PO, the contract is liable to be terminated / cancelled at supplier risk and cost. Any extra cost involved in arranging supply from alternative source shall be recovered from the supplier with whom initial order is placed. It is in addition and without prejudice to the deduction in clauses above.

24. Indemnity to Bank

The empanelled bidders shall keep RBI indemnified against any losses or damages because of any violation of patents, trademark etc., by the bidder in respect of the products supplied.

25. Publicity

Any publicity by the bidder in which the name of RBI is to be used shall be done only with the explicit written permission of RBI. Any breach of this clause may invite stern action from RBI.

26. Authorization of signature

The person who is signing the contract on behalf of the company should be authorised signatory as per their Board Resolution. Copy of the board resolution shall be submitted as per [Annex IV](#).

27. Non-Disclosure Clause

The contractor / vendor / agency shall not disclose directly or indirectly any information materials and details of the Bank's, infrastructures/ systems/ equipment's etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all-time hold the same in strictest confidence. The contractor / vendor / agency / bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper to elsewhere without the previous written consent of the Bank. The contractor shall indemnify the bank for any loss suffered by the bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the bank shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate action with respect to its employees to ensure that the obligation of non-disclosure of confidential information under the agreement are fully satisfied.

28. Force Majeure

The Empaneled Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, floods and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify RBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by RBI in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, RBI and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of RBI shall be final and binding on the bidder.

29. Settlement of Disputes by Arbitration

(i) In the event of there being any dispute or difference arising between the parties the same shall be referred to the Regional Director, Reserve Bank of India, Mumbai whose decision in writing, shall be final and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to the sole arbitrator mutually agreed by the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliations Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on the parties.

(ii) The venue of the arbitration shall be Mumbai. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

(iii) All disputes shall be subject to the legal jurisdiction of the Court at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

30. Language of Tender

The Tender prepared, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and RBI and supporting documents and printed literature shall be in English / Hindi language only. The agreement signed will be both in English and Hindi; and in case of any contention with regard to any of the terms of the agreement, the interpretation arising out of the agreement executed in English language shall prevail.

31. Extension of Deadline for submission of Bid

RBI may, at its discretion, extend this deadline for submission of bids by amending the bidding documents that shall be intimated through RBI website, in which case all rights and obligations of RBI and Bidders shall thereafter be subject to the deadline as extended.

32. Modifications and Withdrawal of Bids

Bids once submitted shall be treated as final and no further correspondence shall be entertained on this. No bid will be modified after the deadline for submission of bids.

33. Contacting RBI

From the time of bid opening to the time of Contract award, if any bidder wishes to contact RBI for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. The Bank shall not entertain and encourage any oral communication. Any attempt to contact RBI with a view to canvas for a bid or put any pressure on any official of RBI may entail disqualification of the concerned bidder from Rate contract.

34. Pre-Bid Meeting

- The RBI shall conduct a pre-bid meeting to address all the queries on the tentative date as indicated above.
- All points discussed during the pre-bid meeting, if need be, may be posted on the RBI website along with their responses.
- For the pre-bid meeting, bidders are required to inform the RBI at least a day in advance via e-mail (stationerymro@rbi.org.in) with participant details such as name, designation, company name, mobile number, details of electronic devices, if any.
- No queries shall be answered after the Pre-bid meeting.

35. Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013:

- (a) The Suppliers shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the supplier, and the supplier shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) The supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the supplier is proved.
- (d) The supplier shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (e) The supplier/vendor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

36. Conflict of Interest -

Applicant shall not have a conflict of interest. Applicants found to have a conflict of interest shall be disqualified on the grounds as mentioned below.

- (a) Applicants in two different applications have controlling shareholders in common.
- (b) The applicants (including their personnel and sub-suppliers) that have a or family relationship with such members of the RBI Staff who are directly or indirectly involved in the project shall not be awarded the contract.

37. Termination - The Bank reserve the right to terminate the contract with immediate effect for non-fulfilment of the above terms and conditions by the Supplier. Three months prior notice shall be given by the selected supplier/company in case of termination of services/contract.

During the notice period, however, the selected supplier shall continue to supply the products/items as agreed upon, unless so directed by the Bank. It shall be the duty of the Supplier to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to Reserve Bank of India.

38. In the event of exigencies arising due to the death, infirmity, insolvency of the supplier or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:

- (i) Legal heirs in case of sole proprietor.
- (ii) The next Directors / Partners in the case of company.

39. The Supplier/Vendor shall ensure:

- (a) That all instructions, guidelines, and specifications issued to the Supplier by the Bank shall be clearly and effectively communicated by the Supplier to its employees and personnel.
- (b) That all instructions, guidelines, and specifications are strictly adhered to by the employees and personnel of the Supplier so that the reputation of Reserve Bank of India is not compromised.
- (c) That no action of the Supplier or its employees and/or personnel shall violate prevailing laws and regulations. The Supplier shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies.

40. Debar/Disqualification:

If any certificate/documents enclosed or details furnished by the Supplier are found to be incorrect/fake/bogus tampered with or information not disclosed, the Supplier shall be debarred and shall not be awarded any future work in Reserve Bank of India. The Supplier in such event shall also be liable to be placed in negative list and shall be disqualified from participating in any tender floated by the Bank for a period of three years. In the event of failure to execute the work after award of the work, the Bank reserves the right to debar the Supplier, its associates, and entities in which it is interested from award of any contract in the Bank. The Bank shall issue a 10 days' notice to the Supplier before debarring the Supplier and consider reply, if any, given by the Supplier to such notice. The decision of the Regional Director shall be final in this regard.

41. Jurisdiction

All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of the Courts in Mumbai only.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Annex I: Covering Letter

(Letter on the Bidder's letterhead)

The Regional Director
Reserve Bank of India
Mumbai Regional Office
1st Floor, Main Office Building
Shahid Bhagat Singh Marg
Fort, Mumbai. 400001

Dear Sir,

Sub: Your Tender for Supply and Delivery of Printer Cartridges to offices of RBI located in Mumbai / Navi Mumbai under Rate Contract 2024-25

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the supply of the following items as detailed in your above referred tender. (Include all the items for which bid is submitted)

Brand	Item Description	Model Nos.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Bank Guarantee / transferred for ₹...../- (**Rupees only**) favoring RBI issued by -----Bank, ---Branch, and payable at Mumbai, towards Earnest Money Deposit.

Yours faithfully,

Authorised Signatories
(Name & Designation, seal of the firm)
Date:

Annex II: Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No.	Item	Details	
1	Name of Company		
2	Date of registration of the Company / Proprietorship /Firm		
3	Postal Mailing Address		
4	Name, designation, Tel, Mobile, email of 2 officials authorized to make commitments to the Bank	1	
		2	
5	Turnover and profit after tax of the company in Rs. (not of group) Financial Year: 2021-22 Financial Year: 2022-23 Financial Year: 2023-24 (A turnover certificate from Auditor should be attached in addition to balance sheet and P&L statements)	Turnover	Profit
		:	:
		:	:
		:	:
6	GST Number		
7	PAN Number		
8	Whether direct manufacturer or authorized dealers		
9	Whether MSME		

Signature

(Name & Designation)

Date:

Annex III: Manufacturer's Authorization Form (MAF)

No. _____ dated _____

The Regional Director
Reserve Bank of India
Mumbai Regional Office
1st Floor, Main Office Building
Shahid Bhagat Singh Marg
Fort, Mumbai. 400001

Dear Sir,

Supply and Delivery of Printer Cartridges to offices of RBI located in Mumbai / Navi Mumbai under Rate Contract 2024-25

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s. _____ (Name and address of Bidder /Dealer / Reseller) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,

Authorized Signatories
(Name & Designation)

Date:

For and on behalf of M/s _____

(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer

Annex IV: Authorization Letter

(On Company's Letterhead)

Authorisation letter / Board Resolution from the Company regarding the Authorised Representative for signing of documents and bids related to this tender

Annex V: Certificate from the company for not being banned or blacklisted

(On Company's Letterhead)

Certificate from the company for not being banned or blacklisted since its incorporation

Annex VI: Supply of Printer Cartridges to at least three organizations

Supply of Printer Cartridges to at least three organizations from April 2019 (Documentary evidence to be uploaded).

Name of the Bidder _____

Sr.No.	Name of the Client	Brand of cartridges supplied	Quantity supplied (units)	Amount of supply	Client's person Name, Email id, Tel. No., Address	Contact details, Tel. No., Address	Period of Supply
1.							
2.							
3.							
4.							

Signature
(Name and Designation)

Date:

Annex VII: Earnest Money Deposit - Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director
Reserve Bank of India
Mumbai Regional Office
1st Floor, Main Office Building
Shahid Bhagat Singh Marg
Fort, Mumbai. 400001

Dear Sir,

Supply and Delivery of Printer Cartridges to offices of RBI located in Mumbai / Navi Mumbai under Rate Contract 2024-25

WHEREAS

The RBI, having its Mumbai Regional Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'Bank') has invited tenders for the Supply and Delivery of Printer Cartridges on Rate Contract on the terms and conditions mentioned in the tender document.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹...../- (Rupees only) as Earnest Money Deposit.
2. M/s. _____, (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the 'Bank' in respect of the said sum of ₹...../- (Rupees only)

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof in which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹...../- (Rupees only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the **Earnest Money Deposit** for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹...../- (Rupees only)
2. We also agree to undertake to and confirm that the sum not exceeding ₹...../- (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that -

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹...../- (Rupees only)
- b) Our liability under these presents shall not exceed the sum of ₹...../- (Rupees only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to September 30, 2024 (or till six months from the date of signing of Agreement whichever is earlier) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the ----- 2024 or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorized official.

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).

Annex VIII: Performance Bank Guarantee

Performance Bank Guarantee

The Regional Director
Reserve Bank of India
Mumbai Regional Office
1st Floor, Main Office Building
Shahid Bhagat Singh Marg
Fort, Mumbai. 400001

Dear Sir,

Supply and Delivery of Printer Cartridges to offices of RBI located in Mumbai / Navi Mumbai under Rate Contract 2024-25

WHEREAS

RBI, having its Mumbai Regional Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has issued Purchase Order/Empanelment Letter/awarded the Contract for the captioned project/work to M/s _____ (Name of the Vendor) (hereinafter called " the vendor" which expression shall include its successors.

AND Whereas the vendor is bound by the said Order to submit to RBI a Performance Security for a total amount of ₹./- (Rupees Only) for the due fulfilment by the vendor of the terms and conditions contained in the Order. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the vendor, do hereby undertake to pay to the RBI an amount not exceeding ₹./- (Rupees Only) Only) as Performance Guarantee for due fulfilment of the terms and conditions of the Order.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the vendor has not performed his obligations under the said conditions of the Order or have committed a breach thereof, which conclusion shall be binding on us as well as the vendor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹./- (Rupees Only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the vendor under the said Order, provided, however, that our liability against such sum shall not exceed the sum of ₹./- (Rupees Only).

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

to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of ₹./- (Rupees Only).

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

d) This guarantee shall remain in force up to **August 31, 2025** provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on **August 31, 2025** or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

Annex IX: Commercial Bid

Sr No	Brand	Model No	Estimated Annual Quantity required
1	HP	HP INK CARTRIDGE 3JA81AA-965XL CYAN	264
2	HP	HP INK CARTRIDGE 3JA82AA-965XL MAGENTA	260
3	HP	HP INK CARTRIDGE 3JA83AA-965XL YELLOW	262
4	HP	HP INK CARTRIDGE 3JA84AA-965XL BLACK	317
5	HP	HP INK CARTRIDGE F6V26AA 680 COLOUR	4
6	HP	HP INK CARTRIDGE F6V27AA 680 BLACK	4
7	HP	HP INKJET CARTRIDGE CN056AA-933XL YELLOW	10
8	HP	HP INKJET CARTRIDGE CN045AA-950XL BLACK	22
9	HP	HP INKJET CARTRIDGE CN046AA-951XL CYAN	18
10	HP	HP INKJET CARTRIDGE CN047AA-951XL MAGENTA	13
11	HP	HP INKJET CARTRIDGE CN048AA-951XL YELLOW	17
12	HP	HP INKJET CARTRIDGE CN053AA-932XL BLACK	10
13	HP	HP INKJET CARTRIDGE CN054AA-933XL CYAN	11
14	HP	HP INKJET CARTRIDGE CN055AA-933XL MAGENTA	11
15	HP	HP INKJET CARTRIDGE L0S63AA CYAN-955XL	417
16	HP	HP INKJET CARTRIDGE L0S66AA MAGENTA-955XL	410
17	HP	HP INKJET CARTRIDGE L0S69AA YELLOW-955XL	412
18	HP	HP INKJET CARTRIDGE L0S72AA BLACK-955XL	545
19	HP	HP TONER CARTRIDGE CF321AC CYAN	2
20	HP	HP TONER CARTRIDGE CF322AC YELLOW	2
21	HP	HP TONER CARTRIDGE CF323AC MAGENTA	4
22	HP	HP TONER CARTRIDGE W1112A -110A BLACK	2
23	HP	HP TONER CARTRIDGE 981Y BLACK L0R16A	5
24	HP	HP TONER CARTRIDGE 981Y CYAN L0R13A	6
25	HP	HP TONER CARTRIDGE 981Y MAGENTA L0R14A	5
26	HP	HP TONER CARTRIDGE 981Y YELLOW L0R15A	5
27	HP	HP TONER CARTRIDGE CC388AC	1849
28	HP	HP TONER CARTRIDGE CC532AC-YELLOW	1
29	HP	HP TONER CARTRIDGE CC533AC-MAGENTA	1
30	HP	HP TONER CARTRIDGE CE255A BLACK	4
31	HP	HP TONER CARTRIDGE CE278AC BLACK	379

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32	HP	HP TONER CARTRIDGE CE390A-BLACK	28
33	HP	HP TONER CARTRIDGE CE400A BLACK	11
34	HP	HP TONER CARTRIDGE CE401A-CYAN	8
35	HP	HP TONER CARTRIDGE CE402A-YELLOW	11
36	HP	HP TONER CARTRIDGE CE403A- MAGENTA	7
37	HP	HP TONER CARTRIDGE CE410A BLACK	13
38	HP	HP TONER CARTRIDGE CE411AC CYAN	13
39	HP	HP TONER CARTRIDGE CE412AC YELLOW	14
40	HP	HP TONER CARTRIDGE CE413AC MAGENTA	15
41	HP	HP TONER CARTRIDGE CE505AC	10
42	HP	HP TONER CARTRIDGE CF228A BLACK	89
43	HP	HP TONER CARTRIDGE CF230A BLACK	91
44	HP	HP TONER CARTRIDGE CF232A BLACK	28
45	HP	HP TONER CARTRIDGE CF237A BLACK	2
46	HP	HP TONER CARTRIDGE CF277A BLACK	360
47	HP	HP TONER CARTRIDGE CF280A BLACK	33
48	HP	HP TONER CARTRIDGE CF281AC BLACK	1
49	HP	HP TONER CARTRIDGE CF300AC BLACK	5
50	HP	HP TONER CARTRIDGE CF301AC CYAN	2
51	HP	HP TONER CARTRIDGE CF302AC YELLOW	1
52	HP	HP TONER CARTRIDGE CF303AC MAGENTA	1
53	HP	HP TONER CARTRIDGE CF320A BLACK	4
54	HP	HP TONER CARTRIDGE CF350A-130A BLACK	1
55	HP	HP TONER CARTRIDGE CF351A CYAN	1
56	HP	HP TONER CARTRIDGE CF352A YELLOW	1
57	HP	HP TONER CARTRIDGE CF353A MAGENTA	1
58	HP	HP TONER CARTRIDGE CF358A BLACK	4
59	HP	HP TONER CARTRIDGE CF359A CYAN	5
60	HP	HP TONER CARTRIDGE CF360A BLACK	34
61	HP	HP TONER CARTRIDGE CF361A CYAN	26
62	HP	HP TONER CARTRIDGE CF362A YELLOW	25
63	HP	HP TONER CARTRIDGE CF363A MAGENTA	26
64	HP	HP TONER CARTRIDGE CF364A YELLOW	5
65	HP	HP TONER CARTRIDGE CF365A MAGENTA	5
66	HP	HP TONER CARTRIDGE CF400A BLACK	42
67	HP	HP TONER CARTRIDGE CF401A CYAN	29
68	HP	HP TONER CARTRIDGE CF402A YELLOW	33
69	HP	HP TONER CARTRIDGE CF403A MAGENTA	28
70	HP	HP TONER CARTRIDGE CF410A BLACK	66
71	HP	HP TONER CARTRIDGE CF411A CYAN	39
72	HP	HP TONER CARTRIDGE CF412A YELLOW	37
73	HP	HP TONER CARTRIDGE CF413A MAGENTA	33
74	HP	HP TONER CARTRIDGE CF510A BLACK	12
75	HP	HP TONER CARTRIDGE CF511A CYAN	17
76	HP	HP TONER CARTRIDGE CF512A YELLOW	6
77	HP	HP TONER CARTRIDGE CF513A MAGENTA	7
78	HP	HP TONER CARTRIDGE Q5949A	2
79	HP	HP TONER CARTRIDGE Q7553A BLACK	3
80	HP	HP TONER CARTRIDGE W1002YC BLACK	1
81	HP	HP TONER CARTRIDGE W1520A-BLACK	5
82	HP	HP TONER CARTRIDGE W2040A-416A BLACK	448
83	HP	HP TONER CARTRIDGE W2041A-416A CYAN	352

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84	HP	HP TONER CARTRIDGE W2042A-416A-YELLOW	358
85	HP	HP TONER CARTRIDGE W2043A-416A MAGENTA	328
86	HP	HP TONER CARTRIDGE W2090A - 119A BLACK	1
87	HP	HP TONER CARTRIDGE W2091A - 119A CYAN	1
88	HP	HP TONER CARTRIDGE W2092A - 119A YELLOW	1
89	HP	HP TONER CARTRIDGE W2093A -119A MAGENTA	1
90	HP	HP TONER CARTRIDGE W2120A-212A BLACK	16
91	HP	HP TONER CARTRIDGE W2121A-212A CYAN	12
92	HP	HP TONER CARTRIDGE W2122A-212A YELLOW	12
93	HP	HP TONER CARTRIDGE W2123A-212A MAGENTA	12
94	HP	HP Toner Cartridge W2300A-230A BLACK	21
95	HP	HP Toner Cartridge W2301A-230 CYAN	17
96	HP	HP Toner Cartridge W2302A-230 YELLOW	18
97	HP	HP Toner Cartridge W2303A-230 MAGENTA	18
98	HP	HP MLT D205S (SAMSUNG TONER CARTRIDGE ML-D205S-SU982A)	1
99	HP	Any HP model not mentioned above may also be procured	

Sr No	Brand	Model No	Estimated Annual Quantity required
1	Canon	046 CANON BLACK TONER CARTRIDGE	50
2	Canon	046 CANON CYAN TONER CARTRIDGE	40
3	Canon	046 CANON MAGENTA TONER CARTRIDGE	41
4	Canon	046 CANON YELLOW TONER CARTRIDGE	42
5	Canon	046 H CANON BLACK TONER CARTRIDGE	15
6	Canon	046 H CANON CYAN TONER CARTRIDGE	7
7	Canon	046 H CANON MAGENTA TONER CARTRIDGE	5
8	Canon	046 H CANON YELLOW TONER CARTRIDGE	5
9	Canon	051 CANON BLACK TONER CARTRIDGE	145
10	Canon	051 CANON DRUM CARTRIDGE	3
11	Canon	055 CANON BLACK TONER CARTRIDGE	220
12	Canon	055 CANON CYAN TONER CARTRIDGE	150
13	Canon	055 CANON MAGENTA TONER CARTRIDGE	160
14	Canon	055 CANON YELLOW TONER CARTRIDGE	170
15	Canon	057 CANON BLACK TONER CARTRIDGE	
16	Canon	057 H CANON BLACK TONER CARTRIDGE	
17	Canon	337 CANON BLACK TONER CARTRIDGE	820
18	Canon	PGI-2700XL CANON BLACK INKJET CARTRIDGES	350
19	Canon	PGI-2700XL CANON CYAN INKJET CARTRIDGE	250
20	Canon	PGI-2700XL CANON MAGENTA INKJET CARTRIDGE	240
21	Canon	PGI-2700XL CANON YELLOW INKJET CARTRIDGE	246
22	Canon	069 CANON BLACK TONER CARTRIDGE	
23	Canon	069 CANON CYAN TONER CARTRIDGE	
24	Canon	069 CANON MAGENTA TONER CARTRIDGE	
25	Canon	069 CANON YELLOW TONER CARTRIDGE	
26	Canon	055 H CANON BLACK TONER CARTRIDGE	
27	Canon	055 H CANON CYAN TONER CARTRIDGE	
28	Canon	055 H CANON MAGENTA TONER CARTRIDGE	
29	Canon	055 H CANON YELLOW TONER CARTRIDGE	
30	Canon	040 CANON BLACK TONER CARTRIDGE	3
31	Canon	040 CANON CYAN TONER CARTRIDGE	3
32	Canon	040 CANON MAGENTA TONER CARTRIDGE	3
33	Canon	040 CANON YELLOW TONER CARTRIDGE	2
34	Canon	324 CANON BLACK TONER CARTRIDGE	
35	Canon	326 CANON TONER CARTRIDGE	
36	Canon	Any Canon model not mentioned above may also be procured	

Supply and Delivery of Printer Cartridges under Rate Contract 2024-25

Sr No	Brand	Model No	Estimated Annual Quantity required
1	Brother	DR-2255	3
2	Brother	TN-2260	
3	Brother	TN-2280	
4	Brother	TN-261BK	4
5	Brother	TN-261C	4
6	Brother	TN-261M	4
7	Brother	TN-261Y	4
8	Brother	DR-261CL	1
9	Brother	TN-B021	
10	Brother	DR-B021	
11	Brother	DR-263CL	
12	Brother	TN-263BK	50
13	Brother	TN-263C	38
14	Brother	TN-263M	38
15	Brother	TN-263Y	38
16	Brother	TN-267BK	15
17	Brother	TN-267C	11
18	Brother	TN-267M	11
19	Brother	TN-267Y	11
20	Brother	DR-3455	
21	Brother	TN-3428	
22	Brother	TN-3448	
23	Brother	TN-3478	
24	Brother	DR-3608	
25	Brother	TN-3608	
26	Brother	TN-3608 XXL	
27	Brother	Any Brother model not mentioned above may also be procured	

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Sr No	Brand	Model No	Estimated Annual Quantity required
1	Xerox	006R04403	5
2	Xerox	006R04404	2
3	Xerox	013R00691	
4	Xerox	006R04360	7
5	Xerox	006R04361	5
6	Xerox	006R04362	6
7	Xerox	006R04363	5
8	Xerox	006R04368	
9	Xerox	006R04369	
10	Xerox	006R04370	
11	Xerox	006R04371	
12	Xerox	008R13325	
13	Xerox	013R00689	
14	Xerox	013R00692	
15	Xerox	106R04348	22
16	Xerox	106R04349	12
17	Xerox	101R00664	3
18	Xerox	Any Xerox model not mentioned above may also be procured	

Annex X: Generic e-mail id and escalation Matrix

Name of Company:

Sr. No	Name	Designation	Full Office address, Fax No.	Phone Number	Mobile No	Fax No	Email address
		First level Contact Second level Contact (If response is not received in 24 Hours)					
		OEM Representative (If response is not received in One week)					

Any change in designation, substitution will be informed by us immediately.

Signature

Name of representative
Designation, Company Seal

Annex XI: Undertaking for compliance with instructions/orders issued by Government of India

(On company's letterhead)

The Regional Director
Reserve Bank of India
Mumbai Regional Office
1st Floor, Main Office Building
Shahid Bhagat Singh Marg
Fort, Mumbai. 400001

Dear Sir,

Subject: Supply and Delivery of Printer Cartridges to offices of RBI located in Mumbai / Navi Mumbai under Rate Contract 2024-25

This bears reference to our quotation Ref. _____ Dated _____.

2. We warrant that all the products offered to RBI are compliant with instructions/orders issued by Government of India from time to time. We shall be fully responsible for this. If found non-compliant with any instructions/orders issued by Government of India, we shall be liable to be penalized.

Yours faithfully

Signature

(Name & Designation)

Date:

Annex XII: Client certificate regarding supply of cartridges by the bidder

(On Client Company's Letterhead)

A Certificate from the Client Organisation regarding the supply of cartridge by the bidder:

Quality of cartridges supplied:

Timely Delivery:

Duration of the commercial relationship between the bidder and the client (for supply of cartridges):

Any other remarks:

Annex XIII: Integrity Pact

Integrity Pact (on Rs.100 bond paper)

This Agreement (hereinafter called the Integrity Pact) is made on this _____ Day of _____ Month, 20____,

Between

Reserve Bank of India (RBI), established on April 1, 1935, in accordance with the provisions of the Reserve Bank of India Act, 1934 having its Head Office at Mumbai 400001 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s. _____ represented by Mr. / Mrs. _____, Chief Executive Officer / Authorized Representative (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure cartridges for bank's use in Mumbai and Navi Mumbai; and the BIDDER/SELLER is willing to offer/has offered to supply cartridges for bank's use in Mumbai and Navi Mumbai. The BUYER needs to adhere with all relevant laws of land, rules, regulations, economic use of resources and of fairness in its relations with the BIDDER.

WHEREAS the BIDDER is a Private Company / Partnership / LLP / LLC, constituted in accordance with the relevant law in the matter and the BUYER is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Buyer

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

1.5 In the event of any dispute between the BUYER and the BIDDER where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. The BUYER shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action as per the terms & conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties i.e the BUYER and the BIDDER

1.6 The BUYER shall provide the IEMs access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted.

2. Commitments of BIDDERS

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid / contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm, company in respect of any such intercession, facilitation or recommendation.
- The BIDDER, either while presenting the bid or during negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- In the event of any dispute between the BUYER and the BIDDER where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. The BUYER shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action as per the terms & conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties i.e the BUYER and the BIDDER.

3. Previous Transgression

3.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process. The BIDDER shall also report the pending transgression(s) for which cognizance was taken even before the said period of three years.

3.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money

While submitting the bid, the BIDDER shall submit a bank guarantee as may be specified by the BUYER as Earnest Money/Security Deposit, with the BUYER.

5. Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- To immediately call off the contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- The Security / Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- To recover all sums already paid by the BUYER with interest thereon at 1% higher than the prevailing Base Rate of a Scheduled Commercial Bank, while in case of a BIDDER from a country other than India with interest thereon at 1% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- To encash the Security / Performance Bank Guarantee / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- To debar the BIDDER from participating in future bidding processes of RBI for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or Agent or Broker with a view to securing the contract.
- In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The BUYER will be entitled to take all or any of the actions mentioned in Section 5.1 of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied / is not supplying similar product / services or sub-services in similar quantity, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or PSB and if it is found at any stage that similar product / services or sub-services was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or PSB at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent External Monitors (IEMs)

7.1. The BUYER has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission viz., Shri Nageshwar Rao Koripalli, IRS (Retd.) and Shri Pramod Shripad Phalnikar, IPS (Retd.) Their contact details are mentioned below.

a) Shri Nageshwar Rao Koripalli, IRS (Retd.)

38, The Trails,

Manikonda, R.R. District,

Hyderabad - 500 089

Mobile No. 097889 19555, 089859 70045

Email - knageshwarrao@gmail.com

b) Shri Pramod Shripad Phalnikar, IPS (Retd.)

A-2,602 Phase - I, Aditya Shagun, CHS,

NDA-Pashan Road, Bavdhan, Pune,

Maharashtra - 411 021

Mobile No. 090119 43674

Email - pramodphalnikar@gmail.com

7.2. The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the IEMs have the right to access all the documents relating to the procurement, including minutes of meetings.

7.5. As soon as the IEMs notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDERS accept that the IEMs has the right to access without restriction to all Procurement documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7. The BUYER will provide to the IEMs sufficient information about all meetings among the parties related to the Procurement provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

7.8. The IEMs will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER, i.e. Mumbai and Navi Mumbai.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months after the last payment under the contract to the successful bidder as part of the overall contract whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after the appointment of the successful bidder.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at Mumbai on _____

BUYER

BIDDER

Reserve Bank of India
(Legal entity)

Name of the Officer:

Name of Authorised Signatory:

Designation:

Designation:

Department:

Witness:

Witness: _____