



भारतीय रिज़र्व बैंक Reserve Bank of India

विदेशी निवेश से संबंधित डेटा के डिजिटलीकरण के लिए ई-निविदा

भारतीय रिज़र्व बैंक, मुंबई, विदेशी निवेश से संबंधित डेटा के डिजिटलीकरण के लिए दो-बिड सिस्टम (तकनीकी बोली और वित्तीय बोली) के तहत ई-निविदा आमंत्रित करता है।

योग्यता की पूरी जानकारी के साथ-साथ निविदा डॉक्यूमेंट डाउनलोड करने के लिए, कृपया RBI की वेबसाइट <https://www.rbi.org.in> के 'टेंडर' सेक्शन पर जाएं।

उपरोक्त निविदा के संबंध में कोई भी और स्पष्टीकरण/परिशिष्ट/शुद्धिपत्र आदि बैंक की वेबसाइट पर प्रकाशित किए जाएंगे।

MSTC पोर्टल पर बिड ऑनलाइन जमा करने की अंतिम तिथि 19 जनवरी, 2026 को सुबह 11.00 बजे है।

क्षेत्रीय निदेशक
आरबीआई, मुंबई



भारतीय रिज़र्व बैंक
विदेशी मुद्रा विभाग
मुंबई क्षेत्रीय कार्यालय
फोर्ट मुंबई

विज्ञापन ई-निविदा नं. / E-tender Number : RBI/Mumbai Regional Office/HRMD/5/25-26/ET/804[RBI MRO- Digitisation of FDI]

विदेशी निवेश से संबंधित डेटा के डिजिटलीकरण के लिए ई-निविदा

भारतीय रिज़र्व बैंक (RBI), मुंबई क्षेत्रीय कार्यालय, प्रतिष्ठित फर्मों से विदेशी मुद्रा विभाग, मुंबई क्षेत्रीय कार्यालय में विदेशी निवेश से संबंधित डेटा के डिजिटलीकरण के लिए दो बोली प्रणाली (तकनीकी और वित्तीय बोली) के तहत ई-निविदाएं आमंत्रित करता है। इच्छुक फर्मों को ई-टेंडरिंग के माध्यम से भाग लेने के लिए MSTC पोर्टल पर खुद को पंजीकृत करना होगा। अनुबंध प्रयोगात्मक रूप से 01 फ़रवरी 2026 से शुरू होकर 31 मई 2026 तक 4 महीने की अवधि के लिए वैध होगा। इसके अलावा, बैंक अपने विवेक से, निर्धारित संविदात्मक दायित्वों के अनुसार बैंक द्वारा तय किए गए महीनों के लिए समान नियमों और शर्तों के साथ अनुबंध को नवीनीकृत करने का विकल्प चुन सकता है। कीमतों के साथ निविदा भाग- I के खुलने की तारीख से शुरू में तीन महीने की अवधि के लिए वैध रहेगी। इस कार्य की अनुमानित लागत ₹13,00,000/- (तेरा लाख रुपये मात्र) है, जिसमें सभी लागू कर, उपकर और कोई अन्य शुल्क या लेवी (जीएसटी को छोड़कर) शामिल है।

E-Tender for Digitisation of foreign investment related data.

Reserve Bank of India (RBI), Mumbai Regional Office, invites e-tenders under Two Bid system (Technical and Financial Bid) for Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office from reputed firms. The interested firms must register themselves on the MSTC portal for participating through e-tendering. The contract will be valid for a period of 4 months tentatively commencing from February 01, 2026, to May 31, 2026. Further, the Bank may at its own discretion, choose to renew the contract with the same terms and conditions for months decided by the Bank as per laid down contractual obligations. The Tender along with the prices shall remain valid initially for a period of three months from the date of opening of Part-I. The work is estimated to cost ₹13,00,000/-

| | |
|---|--|
| <p>अधिक जानकारी के लिए कृपया रिज़र्व बैंक की वेबसाइट https://www.rbi.org.in पर "निविदाएँ" लिंक पर जाएँ। MSTC पोर्टल (www.mstcecommerce.com) पर ई-निविदा प्रस्तुत करने की अंतिम तिथि 19 जनवरी 2026 है।</p> <p>इच्छुक निविदाकर्ताओं की प्री-बिड मीटिंग (ऑफ-लाइन मोड) 12 जनवरी 2026 को दोपहर 3 बजे आयोजित की जाएगी। प्री-बिड मीटिंग का स्थान - पलाश कॉन्फ्रेंस रूम, दूसरी मंजिल, मुख्य भवन, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय, एसबीएस रोड, फोर्ट, मुंबई- 400001। प्री-बिड मीटिंग में भाग लेने वाले प्रतिभागियों का विवरण निम्नलिखित ई-मेल आईडी</p> <p>sagarwal@rbi.org.in, swapnilanikhindi@rbi.org.in siddhant2@rbi.org.in</p> <p>सभी पूर्व - अर्हता दस्तावेज़ (प्री-क्वालिफिकेशन पेपर) एमएसटीसी साइट पर अपलोड किए जाएंगे और बैंक द्वारा जांच के लिए निविदा के भाग - I को खोलने के समय डाउनलोड किए जाएंगे।</p> <p>₹26,000 (छब्बीस हजार रुपये मात्र) की बयाना राशि एनईएफटी के माध्यम से भेजी</p> | <p>(Rupees Thirteen Lakhs Only) inclusive of all applicable taxes, cess and any other charges or levy (excluding GST).</p> <p>For more details, please visit "Tenders" link on Reserve Bank's website https://www.rbi.org.in. The last date for submission of e-tender on MSTC portal (www.mstcecommerce.com) is January 19, 2026.</p> <p>A pre-bid meeting (off-line mode) of the intending Tenderers will be held on January 12, 2026 at 03:00 pm. Place of Pre-Bid meeting – Palash Conference Room, Second Floor, Main Building, Reserve Bank of India, Mumbai Regional Office, SBS Road, Fort, Mumbai- 400001. The details of the participants attending the pre-bid meeting may be shared on the following e-mail ID sagarwal@rbi.org.in, swapnilanikhindi@rbi.org.in siddhant2@rbi.org.in</p> <p>All Pre-Qualification papers shall be uploaded on MSTC site and same will be downloaded at the time of opening</p> |
|---|--|

| | |
|--|--|
| <p>जाएगी। धन प्रेषण के समर्थन में दस्तावेजी साक्ष्य 19 जनवरी, 2026 को सुबह 10.00 बजे तक इन ईमेल आईडी पर भेजे जाने चाहिए: sagarwal@rbi.org.in, swapnilanikhindi@rbi.org.in और siddhant2@rbi.org.in</p> <p>विधिवत भरे गए निविदा दस्तावेज एमएसटीसी साइट पर अपलोड किए जाएं। (ई-निविदा के ऑनलाइन प्रस्तुतिकरण (भाग- I और भाग- II) की आरंभिक तिथि 06 जनवरी 2026 से है और ई-निविदा के ऑनलाइन प्रस्तुतिकरण की अंतिम तिथि 19 जनवरी 2026 को सुबह 11:00 बजे तक है)</p> <p>निविदा का भाग I 19 जनवरी 2026 को दोपहर 03.00 बजे निविदाकर्ताओं के प्राधिकृत प्रतिनिधि की उपस्थिति में (जो प्राधिकृत प्रतिनिधि की उपस्थिति में (जो उपस्थित होना चाहते हैं) ऑनलाइन/ऑफलाइन खोला जाएगा। पात्र निविदाकर्ताओं का भाग-II (कीमत बोली) बाद की तिथि में खोला जाएगा, जिसकी सूचना निविदाकर्ताओं को पहले ही दे दी जाएगी।</p> | <p>Part-I of tender for examination by the Bank.</p> <p>The Earnest Money Deposit (EMD) of ₹26,000 (Rupees Twenty-Six Thousand only) to be remitted through NEFT shall be furnished in respect of the said amount. Documentary evidence in support of remittance shall be submitted through email by 10.00 AM on January 19, 2026 at the following email ids: sagarwal@rbi.org.in, swapnilanikhindi@rbi.org.in and siddhant2@rbi.org.in.</p> <p>The duly filled in tender documents shall be uploaded on MSTC site. (Date of Starting of online submission (Part-I and Part- II) of e-tender from January 06, 2026, and Date of closing of online submission of e-tender is January 19, 2026 up to 11.00 AM</p> <p>Part I of the tender will be opened on-line/offline at 03.00 PM on January 19, 2026, in the presence of the authorised representative of the Tenderers who choose to be present. Part-II (Price bid) of the eligible Tenderers shall be opened on a</p> |
|--|--|

| | |
|--|--|
| <p>आरबीआई सबसे कम बोली 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 भी या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।</p> | <p>subsequent date, which will be intimated to the Tenderers in advance.</p> <p>RBI is not bound to accept the lowest tender and reserves the right to accept either in full, or in part any tender. The Bank also reserves the right to reject any or all the tenders without assigning any reason thereof.</p> |
|--|--|

अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, विदेशी मुद्रा विभाग, मुंबई ने इच्छुक पार्टियों को संविदा की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने यहाँ दी गई जानकारी को तैयार करने में उचित सावधानी बरती है और यह मानता है कि यह सही है, न तो भारतीय रिज़र्व बैंक, न ही इसके कोई भी प्राधिकारी या एजेंसी और न ही उनके संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार कोई वारंटी देते हैं या कोई प्रतिवेदन करते हैं, जो इस दस्तावेज़ में निहित जानकारी या इसके साथ प्रदान की जा सकने वाली किसी भी जानकारी की पूर्णता या सटीकता के विषय में व्यक्त या निहित है।

यह जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने की आवश्यकता है और उत्तरदाताओं को लिखित रूप में पुष्टि करनी होगी कि उन्होंने ऐसा किया है और वे ई-निविदा प्रस्तुत करने में केवल भारतीय रिज़र्व बैंक द्वारा प्रदान की गई 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।

भारतीय रिज़र्व बैंक के पास संविदा के साथ आगे न बढ़ने या संविदा के विन्यास को बदलने, इस दस्तावेज़ में दर्शाई गई समय सारिणी (टाइम टेबल) को बदलने या लागू की जाने वाली प्रक्रिया या क्रियाविधि को बदलने का अधिकार सुरक्षित है। यह इच्छा अभिव्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। इच्छा अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को

Reserve Bank of India, Foreign Exchange 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 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

| | |
|--|--|
| किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी। | <p>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> |
|--|--|



**भारतीय रिज़र्व बैंक
विदेशी मुद्रा विभाग**

निविदा आमंत्रण सूचना (एनआईटी)

विदेशी मुद्रा विभाग, मुंबई क्षेत्रीय कार्यालय में विदेशी निवेश डेटा के डिजिटलीकरण के लिए ई-

निविदा

(केवल ई-खरीद के माध्यम से)

निविदा अनुसूची (एसओटी)

| | | |
|-----|--|---|
| ए | ई-निविदा का नाम | विदेशी मुद्रा विभाग, मुंबई क्षेत्रीय कार्यालय में विदेशी निवेश डेटा का डिजिटलीकरण |
| बी | ई-निविदा सं. | RBI/Mumbai Regional Office/HRMD/5/25-26/ET/804[RBI MRO- Digitisation of FDI] |
| सी | निविदा का माध्यम | ई-खरीददारी प्रणाली (ऑनलाइन भाग I तकनीकी बोली और भाग II वित्तीय बोली) |
| डी | पार्टियों को देखने/डाउनलोड करने के लिए एनआईटी उपलब्धता की तिथि | 06 जनवरी 2026 |
| ई | बोली-पूर्व बैठक की तिथि (ऑफ़लाइन) | 12 जनवरी 2026 दोपहर 3 बजे |
| एफ़ | बोली-पूर्व बैठक का स्थान | पलाश सम्मेलन कक्ष, द्वितीय तल, मुख्य भवन, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय, एसबीएस रोड, फोर्ट, मुंबई- 400001 |

| | | |
|----|--|---|
| | | |
| जी | निविदा का अनुमानित मूल्य | ₹13,00,000/- जीएसटी रहित (प्रयोगात्मक रूप से 01 फ़रवरी 2026 - 31 मई 2026) |
| एच | लेनदेन शुल्क | एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान। महत्वपूर्ण नोट: कृपया ध्यान दें कि एमएसटीसी लिमिटेड द्वारा लेनदेन शुल्क प्राप्त होने के बाद ही वेंडर्स को ऑनलाइन ई-निविदा तक पहुंच प्राप्त होगी। |
| आई | ई-निविदा ऑनलाइन प्रस्तुत करने की आरंभिक तिथि (तकनीकी बोली और वित्तीय बोली) MSTC E-Commerce (mstcecommerce.com) पर | 06 जनवरी 2026 |
| जे | ई-निविदा की उपलब्धता की अंतिम तिथि | 19 जनवरी 2026 |
| के | ई-निविदा ऑनलाइन प्रस्तुत करने की अंतिम तिथि | 19 जनवरी 2026 सुबह 11.00 बजे तक |
| | तकनीकी बोली और वित्तीय बोली | |
| एल | भाग-I खोलने की तिथि एवं समय (तकनीकी बोली) | 19 जनवरी 2026 दोपहर 3 बजे |

| | | |
|----|---------------------------------------|--|
| एम | भाग-॥ खोलने की तिथि (वित्तीय बोली) | भाग-॥ (वित्तीय बोली) केवल उन बोलीदाताओं की इलेक्ट्रॉनिक रूप से खोली जाएगी, जिनकी भाग-॥ (तकनीकी बोली) आरबीआई, मुंबई क्षेत्रीय कार्यालय द्वारा स्वीकार्य पाई जाती है। ऐसे बोलीदाताओं को भाग-॥ (वित्तीय बोली) खोलने की तिथि के बारे में ईमेल के माध्यम से सूचित किया जाएगा। |
| एन | बयाना जमा-राशि (ईएमडी) | निविदा आवेदन 19 जनवरी 2026 को सुबह 10:00 बजे तक एनईएफटी के माध्यम से देय ₹26000 (रुपये छब्बीस हजार मात्र) की बयाना जमा-राशि (ईएमडी) के साथ प्रस्तुत किया जाना चाहिए। इस शर्त का पालन न करने पर निविदा रद्द कर दी जाएगी और निविदा को अस्वीकार कर दिया जाएगा। कृपया ध्यान दें कि एमएसटीसी लिमिटेड के पक्ष में एनईएफटी द्वारा लेनदेन शुल्क प्राप्त होने के बाद ही वेंडर्स को ऑनलाइन ई-निविदा तक पहुंच प्राप्त होगी। ईएमडी पर कोई ब्याज देय नहीं होगा। सफल बोलीदाता को संविदा आबंटन के बाद असफल बोलीदाताओं को यह राशि वापस कर दी जाएगी। सफल बोलीदाता के मामले में, वैध बैंक गारंटी के रूप में सुरक्षा जमा राशि के भुगतान और संविदा के निष्पादन के बाद ईएमडी वापस कर दी जाएगी। यदि बोलीदाता निविदा वैधता अवधि के दौरान अपनी बोली वापस ले लेता है या कार्य आबंटन पर संविदा निष्पादित करने में विफल रहता है, तो ईएमडी जब्त कर ली जाएगी। निविदा |

| | | | |
|----|---|--|------------------------------------|
| | | की वैधता भाग-1 के खुलने की तिथि से तीन माह है और वैधता का विवरण "तकनीकी और वित्तीय बोलियों के संबंध में सामान्य अनुदेश" - भाग I, खंड II के पैराग्राफ 3 में दिया गया है। | |
| ओ | बयाना जमा-राशि (ईएमडी) नोट- कृपया IFS कोड के 5वें और 10वें अक्षर को "शून्य" पढ़ें। | खाता संख्या (भारतीय रिज़र्व बैंक, मुंबई) | 04869229901 |
| | | विवरण | आरबीआई एफ़र्डई <स्पेस> फर्म का नाम |
| | | आईएफ़एस कोड : | RBIS0MBPA04 |
| पी | निष्पादन बैंक गारंटी (पीबीजी) | सफल बोलीदाता को कार्य सौंपे जाने के पांच (5) दिनों के भीतर अनुसूचित बैंक से अनुबंध मूल्य के 5% के बराबर राशि के लिए प्रदर्शन बैंक गारंटी या ऑनलाइन मोड (एनईएफटी/आरटीजीएस) के माध्यम से पीबीजी के बराबर राशि जमा करानी होगी | |



**Reserve Bank of India
Foreign Exchange Department**

NOTICE INVITING TENDER (NIT)

**E-Tender for Digitisation of Foreign Investment Data at Foreign Exchange Department,
Mumbai Regional Office**

(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

| | | |
|---|--|---|
| A | E-tender Name: | Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office |
| B | E-tender No. | RBI/Mumbai Regional Office/HRMD/5/25-26/ET/804[RBI MRO-Digitisation of FDI] |
| C | Mode of Tender | e-Procurement System (Online Part I Technical Bid and Part II Financial Bid) |
| D | Date of NIT available to the parties for viewing/ download | January 06, 2026 |
| E | Date of Pre-Bid meeting (offline) | January 12, 2026 at 03.00 PM |
| F | Venue of Pre-Bid meeting | Palash Conference Room, Reserve Bank of India, Mumbai Regional Office, Second |

| | | |
|---|--|---|
| | | Floor, Main Building, Fort, Mumbai-400001 |
| G | Estimated value of tender | ₹13,00,000/- exclusive of GST (tentatively from February 01, 2026, to May 31, 2026) |
| H | Transaction fees | Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited. Important Note: Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by MSTC Limited. |
| I | Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at MSTC E-Commerce (mstcecommerce.com) | January 06, 2026 |
| J | Last date of availability of e-tender | January 19, 2026, at 11.00 AM |
| K | Date of closing of online submission of e-tender | January 19, 2026, at 11.00 AM |
| | (Technical Bid and Financial Bid) | |
| L | Date & time of opening of Part-I (Technical Bid) | January 19, 2026, at 3.00 PM |
| M | Date of opening of Part-II (Financial Bid) | Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found |

| | | |
|---|-----------------------------|--|
| | | acceptable by RBI, Mumbai Regional Office. Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) through email. |
| N | Earnest Money Deposit (EMD) | <p>The Tender Application must be submitted along with Earnest Money Deposit (EMD) of ₹26,000 (Rupees Twenty-Six Thousand only) payable through NEFT furnished in respect of the said amount by January 19, 2026, up to 10:00 AM. Failure to comply with this condition will render the tender void and the tender will be rejected. Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT in favour of MSTC Limited.</p> <p>EMD will not carry any interest. It would be refunded to the unsuccessful bidders in due course after the award of contract to the successful bidder. In case of the successful bidder, the EMD will be refunded after payment of security deposit in the form of a valid bank guarantee and execution of the contract. EMD shall be forfeited, if the bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work. Validity of tender is three months from the date of opening of Part-I and the details of the validity are provided in Paragraph 3 of</p> |

| | | | |
|---|--|---|-------------------------------------|
| | | the “General Instructions Regarding Technical and Financial Bids”- Part I, Section II. | |
| O | Earnest Money Deposit (EMD) Note- Please read 5th and 10th letter of IFS Code as “Zero” | A/c Number (Reserve Bank of India, Mumbai) | 04869229901 |
| | | Narration | RBI FED <space> Your Firm's Name |
| | | IFS Code: | RBIS0MBPA04 |
| P | Performance Bank Guarantee (PBG) | Performance Bank Guarantee for an amount equal to 5% of contract value from a scheduled bank or amount equivalent to PBG through online mode (NEFT/RTGS) shall be submitted by the successful bidder within five (5) days of award of work. | |

| | |
|--|---|
| <p>इच्छुक निविदाकर्ताओं को नियम एवं शर्तों को ध्यानपूर्वक पढ़ना चाहिए। उन्हें अपनी बोली तभी प्रस्तुत करनी चाहिए, जब वे स्वयं को पात्र समझें तथा उनके पास सभी आवश्यक दस्तावेज हों।</p> <p>2. बोली दस्तावेज में कार्य का दायरा, मूल्यांकन एवं पात्रता मानदंड, संविदा के नियमों एवं शर्तों का सेट जिसका अनुपालन किया जाना है तथा अन्य आवश्यक दस्तावेज शामिल हैं, यह बैंक की वेबसाइट</p> | <p>The intending tenderers must read the terms and conditions carefully. They should only submit their bid if they consider themselves eligible and are in possession of all the documents required.</p> <p>2. The bid document consisting of scope of work, evaluation and eligibility criteria, the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the Bank's websites</p> |
|--|---|

| | |
|--|---|
| <p>www.rbi.org.in/Scripts/BS_ViewTenders.aspx</p> <p>या</p> <p>MSTC पोर्टल:</p> <p>www.mstcecommerce.com/eprocn</p> <p>से देखा एवं डाउनलोड किया जा सकता है।</p> <p>3. इच्छुक निविदाकर्ता के पास वैध श्रेणी-III डिजिटल हस्ताक्षर होना चाहिए तथा बोली प्रस्तुत करने के लिए MSTC लिमिटेड के साथ पंजीकृत होना चाहिए।</p> <p>4. वे निविदाकर्ता जो ऊपर बताए अनुसार MSTC पोर्टल पर पंजीकृत नहीं हैं, उन्हें स्वयं का पंजीकरण करना आवश्यक है। यदि आवश्यक हो तो उन्हें वेबसाइट पर उपलब्ध विवरण के अनुसार ऑनलाइन बोली प्रक्रिया पर प्रशिक्षण दिया जा सकता है।</p> <p>5. बोली खुलने की तिथि पर, निविदाकर्ता लॉगिन कर सकते हैं तथा बोली खोलने की प्रक्रिया देख सकते हैं।</p> <p>6. निविदाकर्ता पीडीएफ प्रारूप में दस्तावेज अपलोड कर सकते हैं।</p> <p>7. निविदाकर्ता को प्रतिशत में ऊपर, बराबर या नीचे उद्धृत करना सुनिश्चित करना होगा।</p> | <p>www.rbi.org.in/Scripts/BS_ViewTenders.aspx</p> <p>or</p> <p>MSTC Portal:</p> <p>www.mstcecommerce.com/eprocn</p> <p>3. The intending tenderer must have valid class-III digital signature and must be registered with MSTC Ltd. to submit the bid.</p> <p>4. Those tenderers who are not registered on MSTC Portal as mentioned above, are required to get registered themselves. If needed they can be imparted training on online bidding process as per details available on the website.</p> <p>5. On opening date, the tenderer can login and see the bid opening process.</p> <p>6. Tenderer can upload documents in PDF format.</p> <p>7. Tenderer must ensure to quote in Percentage above, at par or below.</p> |
|--|---|

| | |
|--|--|
| <p>8. पात्रता (तकनीकी) बोली पहले ऊपर उल्लिखित नियत तिथि और समय पर खोली जाएगी। शॉर्टलिस्ट किए गए निविदाकर्ताओं की वित्तीय बोली खोलने का समय और तिथि केवल वेबसाइट पर अपलोड की जाएगी और किसी भी समाचार पत्र में प्रकाशित नहीं की जाएगी।</p> <p>9. इस बोली प्रक्रिया के संबंध में जारी किए गए सभी संशोधन / परिशिष्ट / शुद्धिपत्र, केवल वेबसाइट पर अपलोड किए जाएंगे और किसी भी समाचार पत्र में प्रकाशित नहीं किए जाएंगे।</p> <p>10. बोली प्रस्तुत करने के बाद, बोलीदाता बोली प्रस्तुत करने की अधिसूचित अंतिम तिथि और समय से पहले किसी भी संख्या में संशोधित बोली पुनः प्रस्तुत कर सकते हैं।</p> <p>11. संशोधित बोली प्रस्तुत करते समय, बोलीदाता बोली प्रस्तुत करने की अंतिम तिथि और अधिसूचित समय के भीतर एक या एकाधिक वस्तुओं की दर को किसी भी संख्या में संशोधित कर सकता है (उन्हें सभी वस्तुओं के लिए दरों को पुनः दर्ज करने की आवश्यकता नहीं है)।</p> <p>12. तकनीकी बोली (भाग I), कीमत बोली (भाग II), विनिर्दिष्ट प्रारूप में दस्तावेज/अनुलग्नक, एनईएफटी विवरण/बीडी/डीडी आदि (सभी विधिवत हस्ताक्षरित) की हस्ताक्षरित प्रति एनआईटी में दिए गए निर्धारित</p> | <p>8. The eligibility (Technical) bid shall be opened first on the due date and time as mentioned above. The time and date of opening of financial bid of shortlisted tenderers shall be uploaded on the website only and shall not be published in any newspaper.</p> <p>9. All modifications/ addendums/ corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any newspaper.</p> <p>10. After submission of the bid, the bidder can re-submit the revised bid any number of times but before last time and date of submission of bid as notified.</p> <p>11. While submitting the revised bid, the bidder can revise the rate of one or more item/s any number of times (they need not re-enter rates for all the items) but within the last date and time of submission of bid as notified.</p> <p>12. Signed copy of Technical bid (Part I), Price Bid</p> |
|--|--|

| | |
|---|---|
| <p>समय के भीतर अपलोड/बोली प्रस्तुत की जानी चाहिए।</p> <p>13. बैंक सबसे कम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।</p> <p>14. उपर्युक्त दिनों में से किसी भी दिन कार्य के अप्रत्याशित बंद होने/छुट्टी होने की स्थिति में, इसे अगले कार्य दिवस पर खोला/आयोजित किया जाएगा।</p> <p>15. नियत 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।</p> <p>16. किसी भी समस्या/विवाद के मामले में, क्षेत्रीय निदेशक, आरबीआई, मुंबई का निर्णय अंतिम और सभी पक्षों पर बाध्यकारी होगा।</p> <p>यदि पात्रता मानदंडों को पूरा करने वाली बहुत अधिक बोलियां प्राप्त होती हैं, तो बैंक बिना कोई कारण बताए किसी भी आवेदन को अस्वीकार करने और वह उपयुक्त समझ अनुसार योग्य निविदाकर्ताओं की सूची</p> | <p>(Part II), Documents / Annexures in specified format, NEFT details/BD/DD etc. (all duly signed) shall be uploaded / bid submitted within the scheduled time given in NIT.</p> <p>13.The Bank is not bound to accept the lowest tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof</p> <p>14.In the event of any unforeseen closure of work/holiday on any of the above days, the same will be opened /held on the next working day.</p> <p>15.Tenders received after due date and time shall be rejected. Tenders not complying with the provisions of bidding documents are liable to be rejected.</p> <p>16.In case of any problem/dispute, decision of Regional Director, RBI Mumbai will be final and binding on all parties.</p> |
|---|---|

को किसी भी संख्या तक सीमित करने का अधिकार सुरक्षित रखता है।

The Bank reserves the right to reject any application without assigning any reason thereof and to restrict the list of qualified tenderers to any number deemed suitable by it, if too many bids are received satisfying the eligibility criteria.

क्षेत्रीय निदेशक

Table of Contents

| Section/ Annexure | Description | Page No. |
|-------------------|---|----------|
| PART I | | |
| | Definitions pertaining to the Tender | 21 |
| Section I | Important instructions regarding E- tender | 23 |
| Section II | General Instructions regarding Technical and Financial bids | 35 |
| Section III | Form of Tender | 52 |
| Section IV | Draft Articles of Agreement | 56 |
| Section V | Terms and Conditions | 83 |
| Section VI | Evaluation Criteria | 91 |
| Section VII | Scope of Work | 95 |
| Section VIII | Safety Code | 100 |
| Section IX | Undertaking | 101 |
| Section X | Proforma of Bank Guarantee for Security Deposit | 103 |
| Section XI | Form of Banker's certification from a Scheduled Bank | 108 |
| Section XII | Tenderer's undertaking addressed to the Bank (The Sexual Harassment of women at workplace Prevention, Prohibition and Redressal Act,2013) | 110 |
| Section XIII | Tenderer's undertaking addressed to the Bank (Non-Disclosure) | 111 |
| Annexures I-VII | Data submission format | 112 |
| PART II | | |
| Section I | Financial Bid | 121 |

The bidder is expected to examine all the instructions, forms, terms and conditions in the tender document. Failure to furnish all the information required or submission of the tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its bid.

2. The bidder shall not make, or cause to be made, any alteration, erasure, or obliteration to the text of the tender document.

Definitions pertaining to the Tender

1. Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning here under respectively assigned to them.
2. The expression “Bank” occurring in the tender document shall mean Reserve Bank of India.
3. The expression “Bidder/Firm” shall mean practising Chartered Accountant Firm (tenderer) who submits tender for the work and shall include the successor and permitted representative of the tenderer.
4. The expression “Contractor” shall mean the successful bidder selected by the Bank for carrying out the subject work and shall include the successor and permitted representative of the bidder.
5. “Work”, “Broad Scope of work” and “Scope of work” shall mean the totality of the work/services by expression or implication envisaged in the contract and shall include all materials, equipment, and resources required for commencement, performance, provision or completion thereof and any other work as may be added from time to time.
6. “Premises” shall mean Mumbai Regional Office, Main Office Building, Reserve Bank of India, Fort, Mumbai.
6. “Contract” shall mean the contract for the work and shall include the tender document, the specifications, general and special conditions of the contract of RBI, the letter of acceptance and the acceptable rates/bill of quantities in price bid etc.
7. “Digitisation” shall include extracting all relevant information as per scope of work and keying data in specified format.
8. “Competent Authority” shall mean the Regional Director, RBI Mumbai or any other Officer designated by the Regional Director, for this work/ tender about the Digitisation of foreign investment related data for FED, Mumbai Regional Office, Fort, Mumbai.
9. “Similar work” shall mean concurrent/statutory audit work.
10. Data Entry shall mean keying in data fields as per specified format.
11. “Error” shall mean any factual inconsistency/mistake/discrepancy/omission including whole entry or in any value of duly certified entries submitted to the Bank

while keying data in specified format as defined in Scope of work for digitisation of foreign investment related data.

PART I

Section I

Important instructions regarding e-tender

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.

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price 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 P.C. connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

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

Contact person (MSTC):

HO Central Help Desk: (For vendors)

Phone Number :07969066600

helpdesk@ho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

WRO Helpdesk:7651915418

Availability

Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in
9:30 AM to 5:00 PM on all working days for all technical issues e-Tenders, System settings etc.

Contact person (RBI, Mumbai):

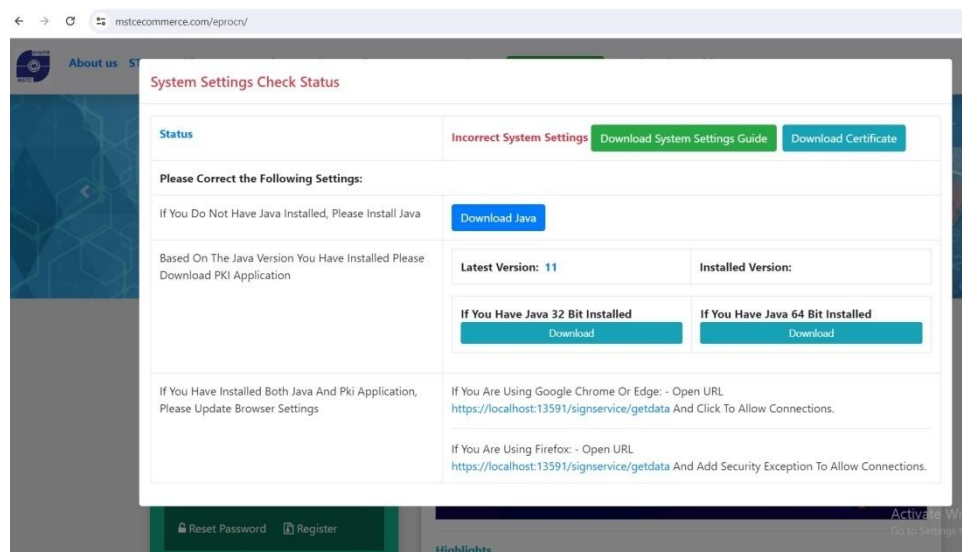
- I. Ms Samiksha Agarwal, Manager (022-22603905) Email ID: sagarwal@rbi.org.in
- II. Mr Swapnil Anikhindi, Assistant Manager (9757052924) Email ID: swapnilanikhindi@rbi.org.in
- III. Mr Siddhant, Assistant Manager (6284481821) Email ID: siddhant2@rbi.org.in

Vendors are required to register themselves online with www.mstcecommerce.com/eproc/

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

B) System Requirement:

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



(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI,

MRO. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

All entries in the e-Tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.

Contact Details:

HO Central Help Desk: (For vendors)

Phone Number :07969066600

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

Availability

Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in

WRO Helpdesk: 7651915418

9:30 AM to 5:00 PM on all working days for all technical issues e-Tenders, System settings etc.

Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.

In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

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

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

All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, MRO as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

(i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.

(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprocn of MSTC Ltd.

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, MRO.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

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

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) The bidder should allow to run an application namely java applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).

d) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-

Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

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

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

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

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

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

i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

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

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

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

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

RBI, MRO has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eproc

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The bid will be evaluated based on the filled-in technical & commercial formats.

The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders

Process of e-tender:

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

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

1) Vendors are required to register themselves online with

www.mstcecommerce.com→ e-Procurement →PSU/Govtdepts→ Select RBI

Logo-

>Register as Vendor -- Filling up details and creating own user id and password→ Submit.

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

Contact person (RBI, Mumbai):

1. Ms Samiksha Agarwal, Manager (022-22603905) Email ID: sagarwal@rbi.org.in
2. Mr Swapnil Anikhindi, Assistant Manager (9757052924) Email ID: swapnilanikhindi@rbi.org.in
3. Mr Siddhant, Assistant Manager (6284481821) Email ID: siddhant2@rbi.org.in

Contact person (MSTC Ltd):

4. Mr Tanmoy Sarkar, Deputy Manager; Email id: tsarkar@mstcindia.co.in
Phone No: 8349894664
5. Ms. Rupali Pandey, Asst. Manager- rpandey@mstcindia.co.in – Mobile –
6. 9458704037
7. Mr. Abhishek Kr. Kanaujia, Executive – Mobile – 9953089772
8. Helpdesk at MSTC Mumbai for vendors - 022-22886268/22822789
9. Helpdesk – Landline -- 022 22870471/022 22886266/033 22901004
10. Google hangout ID- (for text chat)- mstceproc@gmail.com
11. Email- helpdesk@mstcindia.co.in

B) System Requirement:

i) Windows 7 or above Operating System ii) IE-7 and above Internet browser.

iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for 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)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.

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

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 so as to give themselves sufficient time to submit the bid.

Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-Quotation cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender:

- a) Vendor(s) need to submit necessary Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD.
- 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 www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event
- 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 has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid and Financial bid has 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 will remain completely anonymous to one another and also 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 Buyer will form a binding contract between Buyer 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) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

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.

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

No deviation to the technical and commercial terms & conditions are allowed.

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

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

I/We hereby declare that I/we have read and understood the above instructions.

Section II

General Instructions regarding Technical and Financial bids

Technical bid (PART I)

Tenders in two parts are invited from bidders for Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office at an estimated cost of ₹13,00,000/- exclusive of GST for 4 months (tentatively from February 01, 2026, to May 31, 2026).

1.1 The tenderers should submit their proposal, as per the instructions regarding e-tender, along with all supporting documents complete in all respects on or before 11.00 AM on January 19, 2026. Tenderers shall submit e-tender proposal along with refundable EMD of ₹26,000/- (Rupees Twenty-Six Thousand only), complete in all respects, as per the prescribed format. The bids without EMD would be considered as unresponsive and will be rejected.

1.2 A pre-bid meeting of the intending tenderers will be held at 03:00 PM on January 12, 2026, in the Palash Conference Room, Reserve Bank of India, Mumbai Regional Office, Second Floor, Main Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400001.

1.3 The Bank will clarify any point/ doubt raised by the bidders in respect of the tender. No separate communication will be issued for this meeting except for the change of date or time by the Bank, which will be publicised on the Bank's website. All the intending tenderers are advised to be present personally or through a duly authorised representative and confirm their participation in advance via email. They may indicate points/ conditions/ specifications which need to be clarified during the meeting in advance to the following e-mail ID: sagarwal@rbi.org.in, swapnilanikhindi@rbi.org.in and siddhant2@rbi.org.in

1.4 Issues, if any, will be clarified in the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/ doubts will be entertained after the pre-bid meeting.

1.5 The Part - I (Technical Bid) will be opened electronically on January 19, 2026, at 03.00 PM. In the event of any date indicated above being declared a

Holiday, the next working day shall become the effective date for the respective purpose mentioned therein.

1.6 Tender document can be downloaded from the Bank's website www.rbi.org.in or www.mstcecommerce.com. Any amendment(s)/ corrigendum/ clarification(s) with respect to this tender shall be uploaded on the website/ e-portal only. The tenderer should regularly check the above website/ e-portal for any amendment/ corrigendum/ clarification issued.

1.7 Before submitting the tender, the Bidders may go through the detailed scope of work, articles of agreement and terms and conditions specified herein, on which the work will be awarded by the Bank and required to be executed by the successful bidder. The Bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, which are considered necessary for the due and proper execution of the work to be awarded under this tender.

1.8 Bidder/ authorised signatory of the Bidder shall sign on each page of the tender before uploading on the portal.

1.9 Corrections, if any, in the quotation shall be duly authenticated with full signature.

1.10 In the first stage, the Technical Bids will be opened. The bid of any bidder, who has not complied with one or more of the conditions prescribed in the **minimum eligibility criteria** in the tender document will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria mentioned in the tender document. Decision in this regard will be at the sole discretion of the Bank.

1.11 The tenderers are advised to visit the premises, inspect and understand the work before submitting the bid. Once the tenderers have submitted their bid

duly received by the Bank, it shall be deemed that they have visited the site and have clearly understood the scope of work in the tender.

1.12 Falsification/ suppression of information shall lead to disqualification of the bidder or cancellation of contract even after award of work during the currency of the contract.

1.13 Every Bidder (each member in the case of proprietorship/ partnership firm/ company/ joint venture/ consortium) is required to confirm and declare with its bid that no agent, middleman, or any intermediary will be engaged to provide any services or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid, and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the bidder as non-compliant and declare any contract, if already awarded to the Bidder, to be null and void.

1.14 Canvassing, or offer of an advantage, or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

1.15 The Bank may obtain reports on the past performance of the Bidder from its clients. The Bank may evaluate the said reports before opening of the financial bid of the tenders. If any bidder is found to be not possessing the required eligibility for participating in the tendering process, at any point of time and/ or its performance reports received from its clients and/ or its bankers, are found unsatisfactory, the Bank reserves the right to reject his offer and the EMD will be returned. The Bank is not bound to assign any reason for doing so and the decision of the Bank shall be final in this regard.

1.16 This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective bidders. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of the

Bank and the Contractor. Further, the Bank will not be liable for any costs incurred by the bidder in the preparation of the response to this tender. The preparation of bidder's proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the bidder's proposal is accepted or rejected. All information furnished by the bidders in their proposal will be treated as strictly confidential.

1.16 Minimum Eligibility criteria for participating in the tender –

The estimated cost of the work/contract is around ₹13,00,000/- (Rupees Thirteen Lakh Only) exclusive of GST for 4 months period tentatively from February 01, 2026, to May 31, 2026. The bidder must have experience of having successfully completed similar works as defined under 'Definitions pertaining to the Tender' during the last 5 years ending March 31, 2025. Given the technical nature of the work, only practising Chartered Accountant (CA) firms are eligible to participate. The Pre-Qualification of the Technical Tenders will be carried out based on the documents furnished by the bidders as part of the technical bid.

| Sr. No. | Minimum Eligibility Criteria | Document to be attached |
|----------------|---|---|
| 1 | The bidder should be in business as an audit firm for minimum five years as on March 31, 2025. The right to accept similar works of the vendor will rest with the Bank. | <ol style="list-style-type: none"> 1. Attach the Firm Profile on the Company letter head as per format enclosed at Annexure I. 2. Full particulars of the composition of the firm of the bidder in detail should be submitted along with name(s) and address(es) of the partners, copy of the Articles of Association/ power of Attorney/any other relevant document. |

| | | |
|--|--|---|
| | | <p>3. Further, following documents needs to be furnished along with Annexure I:</p> <ul style="list-style-type: none">a) Firm Incorporation Certificateb) PANc) GSTIN (Registration Form)d) Active/operational current account in a scheduled commercial bank. This bank account should be RTGS/ NEFT enabled for receiving payment.e) The Tendering firms/companies should submit Income Tax Return Certificate/ Assessment Order and audited financial statements for the past three financial years i.e. (2022-23, 2023-24, 2024-25).f) Udyam Registration Certificate, if applicable. <p>4. Please attach relevant document as a proof that the bidding firm is in business for the period</p> |
|--|--|---|

| | | |
|---|--|---|
| | | mentioned (work orders and completion certificates duly signed during the five-year period upto March 31, 2025). The details shall be filled in Annexure II along with all the supporting documents attached properly and marked as "Experience Criteria". |
| 2 | <p>Experience of having successfully completed similar works in the field of audit firm during the last 5 years ending March 31, 2025, should be either of the following:</p> <p>One Similar work (Single work order) each one having "Annual Contract Value" not less than ₹10,40,000/- (Rupees Ten Lakh Forty Thousand Only).</p> <p>OR</p> <p>Two Similar works (Single work order) each having "Annual Contract Value" not less than ₹6,50,000/- (Rupees Six Lakh Fifty Thousand Only).</p> <p>OR</p> <p>Three Similar works (Single work order) each having "Annual Contract Value" not less than ₹5,20,000/-</p> | <p>1. Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during last five years ending March 31, 2025:</p> <ol style="list-style-type: none"> 1. Scope of work. 2. Contract value. 3. No. of staff deployed by the Service Provider for the contract. 4. Period of the contract. 5. Date of commencement of the contract 6. Date of completion of the contract 7. Proof of payment 8. Satisfactory Report |

| | | |
|---|--|---|
| | <p>(Rupees Five Lakh Twenty Thousand Only).</p> <p>The right to accept similar works of the vendor will rest with the Bank.</p> | <p>9. Reasons of delay, if any.</p> <p>10. If the principal employer is a private player, then relevant TDS certificates shall also be attached.</p> <p>The details shall be mentioned in the Format enclosed at Annexure II along with all the supporting documents marked as “completed similar works satisfying eligibility criteria”.</p> |
| 3 | <p>The bidder must have an average annual turnover of at least ₹13 Lakhs for the last three consecutive financial years as on March 31, 2025 (FY 2022-23, 2023-24, 2024-25)</p> | <p>Please attach Chartered Accountant's certificate and audited financial statements for the FY2022-23, 2023-24 and 2024-25 mentioning the details in the Format enclosed at Annexure III.</p> |
| 4 | <p>The bidder must be a profit-making organisation in at least three of the last four consecutive financial years as on March 31, 2025 (FY 2021-22, 2022-23, 2023-24, 2024-25)</p> | <p>Please attach Chartered Accountant's certificate for profit after tax (PAT) mentioning the details in the Format enclosed at Annexure IV.</p> |
| 5 | <p>Should have a solvency of ₹13,00,000/- (Thirteen Lakh Only) certified by a Scheduled Bank.</p> | <p>The Solvency Certificate should not have been obtained earlier than March 31, 2025, to be submitted.</p> |

| | | |
|---|---|---|
| 6 | The bidder must have minimum Chartered Accountant and skilled employee strength of 50 people (on pay roll of the firm). | <p>1. Copy of valid registration and licences from ICAI, concerned Labour Authorities and valid ESI & PF registration to be attached. Copy of up-to-date remittances to ESI and PF authorities to be also attached.</p> <p>2. Documentary evidence of passing CA Intermediate/IPCC for Articles.</p> |
| 7 | The bidder must have minimum 10 Chartered Accountants | Copy of Membership Certificate of CAs and proof of payrolls along with details on date of deployment. |
| 8 | The bidder must have a branch/office in Mumbai | Copy of GST Registration Certificate/Rental Agreement/Electricity Bill and operational address certificate |
| 9 | The bidder should have minimum two running contracts (contract period should be minimum one year) in the field of audit firm of Government (Central/ State), Autonomous bodies, PSUs, Large corporate offices/houses/private organization (having annual turnover of 500 Crores or more), institutes of national importance such as IIMs, IITs etc. or Universities/ Reputed Colleges/ Training Academies | <p>1. Copy of running Contract/ Purchase Order/ Work order which is currently in force and issued by the Client to be attached.</p> <p>2. A letter issued by the client in its letter head stating the period of contract and quality of service provided during the active period of contract to be submitted.</p> |

| | | |
|----|---|--|
| | | <p>3. In case of private organisations, copy of turnover of the private organization, TDS certificates etc to be submitted along with the document mentioned at SI.2</p> <p>Please refer Annexure V</p> |
| 10 | <p>The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including RBI at any location in India on any grounds. The bidder should not have rescinded/abandoned any contract awarded by any of its clients before the expiry of prescribed period of contract. No criminal case shall be registered / pending against the firm or its owner / partners anywhere in India.</p> | <p>The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.</p> <p>A duly certified undertaking to be submitted as per Annexure VI and Annexure VII respectively.</p> |

- a. The prospective bidders should upload the minimum eligibility documents in separate attachments for each criterion in MSTC portal. The documents shall be signed by the authorised signatory. It shall be ensured that there shall be no shortfall of any documents.

- b. Further, a letter of authorisation/power of attorney shall also be submitted by indicating the name of the authorised signatory of the company.
- c. The bidder should be able to demonstrate to the satisfaction of RBI with documents that their existing business processes for medical fitness/ police verification of employees and statutory compliances is robust.
- d. The bidders shall submit documentary evidence in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.

1.17 Details of the company/ firm/ agency

- a. The full particulars of the firms are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company, and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of an LLP/partnership firm, the partnership deed, power of attorney, if any, and particulars of all the partners constituting the firm, and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address(es)', etc., are required to be submitted. In case of proprietorship, duly executed deed of assignment clearly identifying the representative, who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/ right of the Bank to continue the contract with the identified representative/ assignee for the remaining period or till a new agreement is executed, whichever is earlier.
- b. Details of work experience, as per the requirements in the pre-qualification criteria, supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given.
- c. Income Tax Assessment orders along with the latest final order and credit worthiness certificate from the bankers, with a copy of the specified

accounts of the business of the contractor for a period of last three financial years, duly certified by a Chartered Accountant, should be enclosed in support of credit worthiness and turnover for the last three years.

- d. Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

1.18 Documents required to be uploaded:

Scanned copy of the original documents to be uploaded online through 'mstcecommerce' portal in **PDF format** while submitting the e-tender (Each file size should not exceed 5 MB). Refer Annexures I-VI for data submission formats.

1. Attach the duly signed form of tender, articles of agreement, scope of work, and Terms and Conditions.
2. Incorporation documents.
3. Audited Income-tax returns/ acknowledgement/ assessment orders of last three accounting years.
4. Audited annual financial statements for the last four accounting years.
5. All documents related to work experience, supported by work orders, completion certificates and other details.
6. Documentary evidence regarding robust existing business processes for medical fitness/ police verification of employees.
7. Solvency certificate issued by applicant's banker for the estimated cost of work.
8. ICAI License, GST Certificate.
9. Udyam Registration certificate, if applicable.
10. Employee Provident Fund Registration certificate, ESIC Registration certificate and copy of License under Contract Labour (R&A) Act, 1970.
11. Copies of all ISO Certificates.

12. Details of current and previous clients.
13. Power of Attorney/ authorisation with the seal of the company/ firm in the name of the persons signing the tender documents.
14. One self-attested recent passport size photograph of each authorised person of the firm/ agency, with name, designation, address, mobile number, email ID, etc.
15. Any other document or information the tenderer wishes to furnish (any litigation, court case, penalty, suspension, etc.)

The above information/ documents are required to be furnished by uploading copies of the relevant documents with Part – I (Technical Bid), in the attached proforma, mandatorily by all the bidders to enable the Bank to verify their eligibility for participating in the tendering process. The documents, which the bidders upload, while submitting Part I of the e-tender would be scrutinized by the Bank in due course after opening of Part I of the e-tender on the scheduled date. During scrutiny of these documents, the Bank may advise the bidders to submit originals of the uploaded documents or any other additional documents, if so required by the Bank.

After scrutiny of the documents submitted along with Part I of the tender, Part II (Price Bid) submitted by those bidders who satisfy the eligibility criteria only will be considered by the Bank for opening on a subsequent day, which will be communicated to the qualified bidders. Part II (Price Bid) submitted by those bidders who do not qualify would be rejected, and the EMD remitted by them would be refunded in due course after the award of contract to successful bidder without any interest.

1.19 Applicants intending to apply will have to satisfy the Bank, by furnishing documentary evidence in support of possessing required eligibility, and in the event of their failure to do so, the Bank reserves the right to reject their candidature. The Bank reserves the right to call for proof/ verification of any of the above-mentioned documents. All the submissions/ declarations/ assertions

made by the bidder should be on their letterhead only, and each page of the document should contain the name of the company and signature of the authorised signatory.

1.20 Intending tenderer must deposit Earnest Money Deposit (EMD) of ₹26,000/- (Rupees Twenty-Six Thousand only) through NEFT in favour of Reserve Bank of India, Mumbai in the A/c No.: 04869229901 and IFS Code: RBIS0MBPA04 in respect of the said amount. Tenders without EMD will not be accepted. EMD shall be forfeited if the bidder withdraws its bid during the period of tender validity or fails to execute the contract upon award of work. EMD will not carry any interest. EMD will be refunded to the unsuccessful bidders in due course. In case of the successful bidder, the EMD will be refunded after submission of performance bank guarantee/security deposit, in the form of a valid bank guarantee, and execution of the contract. The bidders are also advised to upload the details of EMD transferred via NEFT while uploading the tender. Documentary evidence in support of remittance shall be submitted through email by 10.00 AM on January 19, 2026 at the following email ids: sagarwal@rbi.org.in, swapnilanikhindi@rbi.org.in and siddhant2@rbi.org.in

Financial Bid - PART- II

2.1. Part-II of the online tender should only contain the service provider's quoted rates as per the prescribed format.

2.2. The tendered rates should be inclusive of all the charges of digitisation as mentioned in the Scope of Work of this tender document and should include all the components, namely employee's salary, training, supervision, insurance and all other applicable charges, levies, duties and taxes (other than GST). GST will be reimbursed by the Bank. The tendered rates shall be inclusive of all applicable taxes, cess and any other charges or levy and inclusive of Statutory Liabilities such as Minimum Wages, ESI and EPF contributions, bonus, etc., payable to or on behalf of the employees deployed during the entire contract period, and the Bank shall not pay any extra charges/ make payment for whatever reason to the manpower deployed. A reference may be made to all appropriate Government laws/ guidelines in this regard. The rates of Item **No 1**

to 2 (Section I of Part II) in the price bid to be calculated are inclusive of Minimum Wages+ ESIC+ EPF+ Bonus + Reliever Charges and any other statutory payments. Any bid that has quoted rates below the Minimum Wages (Central Government) including Leave Salary, Bonus, PF, ESIC and minimum stipend for Articles as defined by ICAI from time to time, if applicable, will be summarily rejected. The Bank will make all the statutory deductions from the bills submitted by the firm as per the applicable laws/regulations. Bid is liable to be disqualified for failing to quote the rates mentioned above.

2.3. The rates/ quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates considering the probable future revisions in wages. The Bank will not entertain the firm's claim for revision of rates during the period of the contract under any circumstances. Further, the Bank may at its own discretion, choose to renew the contract with the same terms and conditions and rates for each line item for a period as decided by the Bank as per laid down contractual obligations.

2.4. This contract is basically an item rate contract. The bidder is therefore, advised to quote very carefully. No claim for compensation from the bidder shall be entertained due to any variation in number of resources (irrespective of the quantum of variation) OR deletion of any item. The rates fixed for a particular period shall remain same throughout that duration.

2.5. The bidder shall be liable to discharge all the statutory liabilities such as Minimum Wages, ESI, employee compensation, EPF contributions, etc. A reference may be made to all Central/State/Municipal Government laws/ guidelines in this regard. The workmen should be paid the minimum wages under the Minimum Wages Act, 1948 and rules made thereunder. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds and Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965, and ESI under ESI Act, 1948, as may be applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The total premium shall

be borne by the contractor. The contractor shall have a valid EPF Account for making EPF contribution for its workmen. Written records and documentary proof for having made these payments shall be submitted to the Bank, at monthly intervals, for its verification. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract at the risk and cost of the Contractor. The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970, and all other applicable laws. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

2.6. Bids shall be evaluated based on Basic quoted rates (exclusive of GST). The resources mentioned in price bid are approximate only and may vary in actual course of execution.

2.7. Financial Bid should contain only the price filled in Indian Rupees in figures and words, and any condition therein will make it liable for rejection.

2.8. The Financial Bid shall be complete in all respects and duly signed and stamped by an authorised representative of the bidder.

2.9. The Bank will determine whether the Financial Bids are complete (i.e. whether they have accounted for all line items of the corresponding proposal). and correct any computational errors. The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

2.10. Reserve Bank of India does not bind itself to accept the lowest bid or any tender, and reserves to itself, the right to accept or reject any or all the tenders, either in whole, or in part. No variation of rates shall be allowed on this account under any circumstances. The contract will be awarded to the technically responsive L1 bidder.

3. Opening of tender

3.1. Validity of tender: The tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of technical bid, which may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period or the tenderer shall not change the quoted rates. In case the Tenderer withdraws the bid during the validity period, the EMD furnished by the Tenderer shall be forfeited by RBI.

3.2. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3. No deviations/ conditions shall be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

3.4. The Part-II (Financial bid) of only those tenderers' who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through e-mail.

3.5. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

3.6. The Bank reserves the right to amend/ modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the Reserve Bank to do the aforesaid. The Bank may modify the tender document by issuing addenda/ corrigenda, for any reason, and at any time. Any addenda to the tender document shall be part of the tender document. To allow the tenderers reasonable time to take any addenda into account in preparing their proposals, the Bank will extend, if necessary, the deadline for the submission of proposal.

Note: All the tenderers may please note that any amendments/ corrigendum/ clarifications to this tender, if issued in future, will be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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

Place:

Signature and seal of the tenderer

Date:

Name of Authorised Signatory

Section - III

Form of Tender

To,

The Regional Director
Reserve Bank of India
Foreign Exchange Department
Mumbai Regional Office
Main Building, Third Floor
Shahid Bhagat Singh Marg, Fort
Mumbai - 400001.

Dear Sir,

I/ We hereby submit that we have carefully examined the specifications, scope of work, and conditions relating to the works specified in the memorandum and visited and examined the site of the works specified and acquired the requisite information relating thereto as affecting the tender. I/We, hereby, offer to execute the works specified in the memorandum, at the rates mentioned in Section I of Part II of the tender document in accordance with specifications and instructions specified in the memorandum and articles of agreement, general instructions to the tenderers and terms and conditions, conditions herein before referred to, specifications, and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

| | | |
|-----|-------------------------|---|
| (a) | Description of works | Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office. |
| (b) | Estimated cost of works | ₹13,00,000/- (Rupees Thirteen Lakhs only) exclusive of GST for 4 months |

| | | |
|-----|-----------------------------|---|
| | | period tentatively from February 01, 2026, to May 31, 2026 |
| (c) | Earnest Money Deposit (EMD) | ₹26,000/- (Rs. Twenty Six Thousand only) |
| (d) | Contract Period | 4 months. The agreement may be considered for further renewal at the Bank's discretion on same terms and conditions between the parties. |
| (e) | Performance bank guarantee | 5% of the actual cost by the successful bidder within five (5) days of award of contract |

2. I/ we undertake to offer my/ our services in conformity with scope/ nature of work and the terms and conditions set out in the tender document. I/ We confirm that the tender submitted by me/ us is confirming to all the terms and conditions mentioned in the tender document.

3. I/ We also agree that my/ our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of technical bid and this period of validity can be extended for such period, as may be, mutually agreed between the Bank and me/ us in writing. I/ We also agree that withdrawal of bid during the validity period shall result in forfeiture of EMD.

4. I/ We have deposited a sum of **₹26,000/- (Rs. Twenty Six Thousand only)** as earnest money with the Reserve Bank of India, which bear no 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 to the Reserve Bank of India. I/ We also agree that in the event of the occurrence of any of the events that lead to forfeiture of EMD, I am/ we are also liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years.

5. Should this tender be accepted, I/ we hereby agree to abide by, and fulfil all the terms and conditions of the tender, and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the tender document together with the written acceptance of the contract.

6. I/ We do hereby declare that, there is no case with the Police/ Court/ Regulatory Authorities against me/ us. Also, I/ We have neither been suspended/ delisted/ disqualified by any organisation including Reserve Bank of India for any reason, nor any such proceedings are pending or contemplated. I/ We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

7. I/ We certify that all the information furnished by me/ us is true to the best of my/ our knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary. Further, I/ we have no objection to the Bank, in conducting site visits, for inspection of establishments/ similar services maintained by us.

8. I/ we understand that you reserve the right to accept or reject the lowest bid and any or all the tender either in full or in part without assigning any reasons, thereof.

9. The tender is submitted in two parts. Part I (Technical Bid) contains all terms and conditions and technical particulars, but commercial price has not been indicated anywhere in any manner and Part II (Financial Bid) contains only the price bid.

Dated this _____ day of _____ 2026.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____
name, address and date _____

(2) Signature with _____
name, address and date _____

Section - IV

Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made at Mumbai on this _____ day of

_____ between the Reserve Bank of India, Mumbai Regional Office, Mumbai having its Central Office at Mumbai (hereinafter called “the Bank”) represented by.....which expression shall unless repugnant to the context include his/her successors in office on the one part and (proprietorship/partnership firm/ Company/Agency), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at _____ (hereinafter called “the FIRM”) represented by Ms/Shri who is authorised to enter this agreement (in case of a Company, the representative should be authorised by the Board of Directors of the Company) which expression shall include his/her successors, assigns and legal representative on the other part.

The Bank and the Firm are together referred to as “the Parties” and individually as “Party”.

WHEREAS the Bank has intention of engaging a Firm for providing resources/services for Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office and has mentioned specifications describing the work to be done [as detailed in tender Documents (Part I, Part II, annexures and amendments thereof)].

AND WHEREAS the said specifications and the scope of work [as detailed in tender documents (Part I, Part II, annexures and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS the Bank had called for tenders from eligible contractors to provide

resources for Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Firm and others submitted the tenders, and the Bank has awarded the contract, to provide resources for Digitisation of Foreign Investment related data at Foreign Exchange Department, Mumbai Regional Office, as stated in the scope of work attached to the tender document, to the Firm.

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

A) NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This agreement for the providing resources for Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office shall come into effect tentatively from February 01, 2026, and will remain in force up to May 31, 2026. The contract may be considered for further renewal as decided by the Bank on same terms and conditions, rates and resource requirement, provided the Bank finds the services of the contractor satisfactory and at the sole discretion of the Bank. The terms and conditions contained in the tender document shall be treated as part and parcel of this agreement. The decision of the Bank in this regard shall be final.
2. With regard to the said consideration amount to be paid in the manner set forth under this agreement, the contractor/firm shall upon and subject to the conditions, execute and complete the work described in the scope of work.
3. The Bank shall pay the firm the Contract amount or such other sum which shall become payable at the times and in the manner specified in the conditions.

4. The specifications, agreements and documents mentioned herein shall form the basis of this Contract.

5. The firm shall render top quality services. The data entry, verification, supervision and certification services to be provided shall be of high standard and up to the Bank's satisfaction.

6. Bills for the services may be submitted on monthly basis and will be paid after rounding off the final amount to the nearest rupee. The Bill shall be in accordance with the requirements specified in Accounting and Payment Terms. The payment will be made after deducting Income Tax and Surcharge at source. Any Tax, etc., if any levied by the Central/State Government will be borne by the contractor. In case of disputed bills, adjustment will be made after mutual negotiation/arbitration.

7. Monthly Bill must enclose the following:

- Duly signed and verified tax invoice.
- GST payment proof against the GST liability.
- EPF challan, ECR return, and payment proof thereon.
- ESIC challan, return and payment proof thereon.
- Bank statement as proof of wages/salary as the same is to be strictly paid through a bank account.
- Proof of credit of the amount to the employee's account
- Duly signed and verified attendance records cross-verified by concerned official of the Bank.

8. The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this contract.

9. For proper performance of the contract, the Contractor, has to deposit applicable amount as indicated in the Section V under Terms and Conditions of this tender document with the Bank as performance bank guarantee/security deposit issued by a Scheduled Commercial Bank which is liable to be forfeited/invoked either fully or partially in case of breach of any terms and condition or

adjustment towards penalty amount or towards risk and cost amount or upon the loss or damage caused to the Bank, as determined by the Bank. No interest shall be payable on the said deposit. The firm shall maintain the required bank guarantee and replenish/recoup the same in the event of invocation of part/full bank guarantee forthwith, failing to do so will be treated as breach and the Contractor shall be liable to the consequences for breach under this agreement.

10. The resources/workmen should be paid the minimum wages under the Minimum Wages Act, 1948 & rules made thereunder. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds and Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as may be applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The total premium shall be borne by the contractor. The firm shall have a valid EPF Account for making EPF Contribution for its workmen. Written records and documentary proof for having made these payments shall be submitted to the Bank, at monthly intervals, for its verification. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract at the risk and cost of the Contractor. The Firm shall abide by all the applicable statutory provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and all other applicable laws. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

B) SERVICES TO BE RENDERED BY THE FIRM

1. The Firm shall provide services for Digitisation of foreign investment related data at the Foreign Exchange Department, Mumbai Regional Office. The scope includes providing resources (10 articles and 1 Chartered Accountant) and keying in values of foreign investment data as per List I under "Scope of Work".

2. The scope of work comprises of data entry by the articles, consolidation, backup, and certification of data by the Chartered Accountant (Supervisor) for

onward submission to the Bank. Initial training and familiarization shall be provided by the Bank. Subsequent training and supervision shall be carried out by the Supervisor. The firm shall ensure that data entry of a minimum of 2250 files, duly certified by Chartered Accountant are submitted to the Bank monthly.

3. The number of resources allocated for achieving the specified data entry target is based on the Bank's experience and expertise. If, during the project execution, the contracted firm requires additional resources to meet the predetermined target, such resources shall be deployed by the firm without incurring any extra charges to the Bank. Any changes in the predetermined target requiring more resources are subject to the Bank's discretion.

4. The Firm shall forthwith comply with and duly execute the Bank's instructions, provided always that verbal instructions, directions and explanations given to the Firm or his representative upon the works by the Bank, shall, if involving a variation, be confirmed in writing immediately, and, if not dissented from in writing within next day by the Bank, such shall be deemed to be Bank's instructions within the scope of the Contract.

5. This Contract is an item rate contract, to carry out the work according to the scope of work detailed in the tender document, at the rates contained in the Financial Bid of the tender.

6. The Firm shall provide a complete and updated list of all the personnel deployed in the Bank's premises every month along with police verification certificates.

7. The Firm shall obtain license, if any, required under applicable State or Central Law as applicable in case of the services covered under this contract, at its own cost.

8. The Firm shall ensure timely payment of salary to the resources employed for the purpose of this agreement by direct credit to the bank account only and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to RBI every month. The Firm shall also submit bank statement with

the bill clearly showing the payment made to each contract labour engaged for the purpose of this contract. Further, the Firm shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws, Contract Labour (Regulation and Abolition) Act, 1970, and ICAI guidelines are complied with. RBI will have right to demand any other documents which are required to ascertain compliance by the Firm to various provisions of the Labour Laws and ICAI guidelines.

9. The Firm shall abide by all procedures/norms related to safety and security of the Bank's premises.

10. The Firm shall ensure that all persons employed for the purpose of rendering the services required by the Bank under this agreement are insured with IRDA recognised insurance companies, for which no extra payment will be made by the Bank. The firm shall be solely responsible for any injury or damage to any persons or animals or any other things arising due to deployment in RBI for executing the agreement.

11. The Firm shall indemnify the Bank for any penalty levied on the Bank due to breach of regulations by the Firm while performing the duties under the Contract. The Firm shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

11.1 Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work.

11.2 Any claim arising out of loss/ damage to the resources/workmen engaged by the contractor during execution of the work

11.3 Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations, etc.

12. All the persons deployed for the purpose of this agreement by the contractor/firm shall be provided identity cards as approved by the Bank. Also, identity cards are to be countersigned by the Security Officer for administrative and safety purpose to avoid any unauthorised person entering the Bank's premises. The firm shall ensure that all its resources always bear the identity card while they are working in the Bank's premises.

C) ACCOUNTING AND PAYMENT TERMS

a) The Firm shall raise the bill on completion of every month by 5th of the succeeding month. Documentary proof of payment to the employees/Bank Statement/ECS mandates/cash receipt and to statutory authorities such as ESI, PF, etc., is to be submitted along with the bill/ invoice.

b) The firm shall maintain and submit to the Bank, the details of payments made to the employees. Before submission of the bill, the Firm shall ensure that the payment of persons deployed by the Firm have been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances the Firm shall be entitled to claim any charges over and above the charges prescribed in the terms of this contract. Bills shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued for every payment in support of TDS deductions effected from the bills.

c) The Bank shall pay the contractor as per the rates quoted in the price-bid document and upon production of bill containing all the details, including resources deployed, date and place of deployment and GST number of the contractor, and declaration that it conforms to the specifications. The cost quoted by the contractor shall be inclusive of all costs except GST. The rates quoted in the Financial Bid shall be final and will not be enhanced under any pretext during the period of the contract.

D) PENALTY CLAUSE

i) The Firm shall be required to submit data entry of minimum 2250 files, duly certified by Chartered Accountant in a month. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he/they shall be liable to pay compensation for delay.

(ii) The compensation for delay will be levied in following manner:

a) If the Firm 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 her/ his opinion the same ought reasonably to have been completed, the Employer may deduct such penalty from the monthly bill submitted to the Bank. Illustration of the same is tabulated below (**Illustration 1**).

Illustration 1: Penalty Calculation: Shortfall in monthly target

| Particulars | Penalty Illustration |
|---|----------------------|
| Minimum Monthly Target (Duly completed and certified files) | 2250 |
| Actual completed and certified files | 2000 |
| Shortfall in monthly target | 250 |
| Assumption of Monthly Bill submitted for 2000 files (Base price exclusive of GST-B) | 3,12,000 |
| Penalty at ₹50 per shortfall of file (in this case 250 X 50) | 12,500 |
| Net Monthly Bill (Exclusive of GST): Base Price | 2,99,500 |

Note: The firm may need to submit revised bill after calculation of requisite penalty proposed to be deducted from the monthly invoice raised.

b) Further, the Bank shall levy penalty for deficiency in duly certified data submitted to the Bank on pro rata basis (for errors in certified entries beyond tolerance limit) as

enumerated in **Illustration 2**. The same shall be deducted from the monthly bill submitted to the Bank. Further, the observed error needs to be corrected without any extra cost by the contractor.

Illustration 2: Penalty in errors observed in monthly verified data submitted to the Bank

| Particulars | Penalty Illustration |
|---|----------------------|
| Tolerance Limit per month | 250 |
| Erroneous Entries (assumption) | 280 |
| Error beyond Tolerance | 30 |
| Assumption of Monthly Bill (Base price exclusive of GST- B) | 3,12,000 |
| Penalty at ₹30 per erroneous entry (in this case 30 X 30) | 900 |
| Net Monthly Bill (Exclusive of GST): Base Price | 3,11,100 |

Note: The firm may need to submit revised bill after calculation of requisite penalty proposed to be deducted from the monthly invoice raised.

c)The Firm shall maintain a permanent attendance register duly signed by its resources which will be open for inspection and checking by the authorised officials of the Bank any time. The firm shall ensure that the required number of resources is deployed for duty every day. In case the firm fails to maintain the requisite staff repeatedly, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. Also, any changes in the personnel deployed should be only with the prior permission of the Bank in a staggered manner with suitable training as per scope of work, ensuring no impact on quality of work and targets.

The firm shall ensure to provide the standard services as laid down in the scope of work. The amount of penalty levied will be solely at the discretion of the Bank and shall be final and binding on the Firm, recoverable from dues payable to the Firm or from the Security Deposit. The summary of various penalties for deficiency in service that may be levied by the Bank is tabulated below

| SUMMARY: STRUCTURE OF PENALTIES FOR DEFICIENCY IN SERVICES | | |
|---|--|--|
| Sr No | Nature of Deficiency | Penalty Matrix |
| 1 | Shortfall in achieving monthly target | Penalty on pro rata basis will be deducted from the monthly bill submitted to the Bank. The same enumerated above as Illustration 1 |
| 2 | Error above 250 in monthly verified data submitted to the Bank | Penalty on pro rata basis will be deducted from the monthly bill submitted. The same is enumerated above as Illustration 2. Further, the observed error needs to be corrected without any extra cost |

- e) A monthly surprise review/ inspection (or more frequent, as decided by the Bank) of the performance/ work of the firm on aspects mentioned in the tender document will be conducted by the Bank. Monthly payment to contractor will be released only if the performance is found to be satisfactory in review/ inspection. If repeated complaints/ lapses in performance are found, then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing. However, the contractor/firm shall continue to discharge its obligations during the notice period unless dispensed by the Bank. In case of termination of the agreement for contravention of the terms and conditions of the agreement, the contractor may be subjected to appropriate action deemed fit by the Bank.

E) NON-DISCLOSURE

The Firm shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment, etc., which may come to the possession or knowledge of the Firm during discharging contractual obligations in connection with this agreement to any third party, and shall at all times, hold the same in strictest confidence. The Firm shall treat the details of

the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

F) SEXUAL HARASSMENT

The firm shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at the workplace (Prevention, Prohibition and Redressal) Act, 2013" (SH Act). In case of any complaint of sexual harassment against its employee within the premises, the complaint will be filed before the Internal Complaints Committee constituted by the Bank or Local Committee constituted under the SH Act and the firm shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Internal Complaints Committee constituted by the Bank. The person/employee involved in sexual harassment of the Bank's employee shall be removed from the Bank's premises till the enquiry is completed. The firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

G) RISK AND COST CLAUSE

In the event of any failure or breach of any terms and conditions of the agreement on the part of the Firm, the Bank shall have the right, without any prejudice, to get the work done through any other alternate firm at the risk and cost of the firm. The additional cost, loss, if any incurred by Bank would be recovered from the firm.

H) INSURANCE

1. The Firm shall take "all risk policy" for the contract value and workmen compensation policy for the resources engaged in the work for the period of the contract, renewable thereafter if the contract is renewed by the Bank. The firm shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability on contractors shall be minimum ₹2 lakh per person for any one accident or occurrence, and ₹5 lakh in respect of damage to property for any one accident or occurrence. Workmen compensation Insurance policy for all the staff deployed shall also be taken by the Firm and copies of the same shall be submitted to the Bank within 10 days of signing the contract. These policies shall be valid till the validity of contract with the Bank. The Firm shall be liable to penalty at the rate of Rs. 2000/- per day till the insurance is obtained and submitted to the Bank. The penalty will be recovered from any dues payable to the Firm or from the security deposit. If the firm does not provide these policies, the Bank reserves the right to take the above insurance policies and recover the cost thereof from the bill of the firm.
2. The firm shall be responsible for any injury to persons or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings, where immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways, laptops as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Firm shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
3. The Firm shall be liable to make good all damage of every sort mentioned in this Clause, to deliver up the whole of the Contract works complete and perfect

in every respect and to make good or otherwise satisfy all claims for damages to the property of third parties.

4. The Firm shall indemnify the Bank against all claims which may be made against the Bank for any statutory non-compliance or by any statutory authority or any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof.
5. The Firm shall be responsible for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. The Firm shall also indemnify and keep the Bank indemnified in respect of any costs, charges or expenses arising out of any claim or proceedings and in respect of any award of compensation or damages, arising therefrom.
6. The Firm shall insure the works at its cost and keep them insured until the completion of the work within the joint names of the Bank and Firm (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Bank, the premium of such further sum, being allowed to the contractor as an authorized extra. Such policy shall cover the property of the Bank only and the Bank's and Surveyors fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the firm or of any sub-contractor or employee. The firm shall deposit the policy and the receipts for the premium as specified. In default of the firm insuring as provided above, the Bank on his behalf, may so insure the works and may deduct the premium paid from any money due or which may become due to the firm without prejudice to the other rights of the Bank in respect of such default.
7. The Firm shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the firm or his employees or agents.

I) FIRM'S EMPLOYEES

The employees engaged by the firm shall be Indian national, trained, and experienced people having good health and character; well behaved, obedient and skilful in their tasks. They should possess working knowledge of English.

1. The Firm must obtain police verification certificates on the character and antecedents of its personnel and other details relating to name, parentage, age and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises. The police verification must be done annually.

2. The Firm shall ensure that trained and competent persons are deployed, who are physically fit and are not suffering from any chronic or contagious diseases that may hamper their ability in carrying out the work efficiently. The Firm shall remove any person who is suffering from communicable disease and may deploy them only after they are treated/cured of such disease.

3. No child labour should be engaged and human rights as per law shall be protected and adhered to.

4. There shall be no-employer- employee relationship between the Bank and the resources engaged by the firm for the purpose of this agreement. All the resources deployed by the firm shall be considered as the employees of the firm and under the control and supervision of the Firm for the purpose of good conduct/discipline and deployment and Reserve Bank of India shall not have any liability what-so-ever with regard to such resources.

5. The Firm shall provide his own attendance system for monitoring attendance (in/ outs) of their staff. Monthly attendance reports may be submitted along with monthly bill. The same will be tallied with the attendance record maintained for resources by the Bank. The firm shall also maintain a record of payment to the articles, which shall be submitted along with the bill.

6. The Firm shall be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed for the purpose of rendering the services required by the Bank under the agreement.

7. The Firm shall ensure timely payment of salary to the persons employed by him by direct credit to the bank account only and a certificate to the effect that

the salaries/wages are being paid regularly shall be furnished to the Bank every month. Further, the firm shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws including under the Contract Labour (Regulation and Abolition) Act, 1970, and ICAI guidelines are complied with. The Bank will have the right to ask for bank statements from the firm to verify the details of salary paid by the contractor and will also have the right to demand any other documents which are required to ascertain compliance by the Firm to various statutory provisions.

8. The Firm shall ensure that all resources, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorised agents and the Bank shall be the sole judge as to whether or not the contractor/firm and/ or its resources have observed the same. The firm shall be responsible for the good behaviour and conduct of their resources/employees and in case of any complaints by the Bank, the contractor shall not employ such resources/employees in the Bank's premises.

9. The Firm shall personally and exclusively supervise the work of all employees to ensure that the services rendered under this agreement are carried out to the best satisfaction of the Bank.

10. The Firm shall ensure that no resources/employees of the contractor will enter or remain in the Bank's premises beyond the specified time limits/ duty hours unless necessary for fulfilling contractor's obligations with prior approval of the Bank. The Bank shall not be responsible to provide any shelter/ accommodation to any of the employees of the contractor inside its premises.

11. The Firm shall furnish list of its employees to be deployed at the Bank, along with their qualifications, experience, address, photos, etc. Any change in personnel would be done with due intimation to the Bank. However, the Bank reserves the right to reject any resource placed/ employed by Firm under the contract with RBI.

12. All resources deployed by the Firm shall be provided identity cards and ensure that all its employees and agents always bear the identity card while they are working in the Bank's premises.

13. The Firm agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement, that they are employees of the contractor and that they shall have no claim against the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.

14. The Firm shall comply with all operational rules and regulations, including security and disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the contractor or its resources happen to be operating / working. In the event of any of the Firm's resources violating the said rules and regulations or in any way becoming objectionable to the Bank, the Firm shall remove forthwith such employees from the Bank's premises and indemnify the Bank for any loss on such violation of the rules and regulations.

15. The Firm shall provide a complete and updated list of all the personnel deployed in the Bank every month.

16. The persons deployed for the purpose of the agreement shall not be in an inebriated condition or under the influence of any intoxicating material. The Firm shall ensure that Smoking, Drinking Alcohol, Chewing Pan/ Tobacco in the Bank's premises is strictly prohibited and ensure that the resources deployed in the Bank's premises abide this rule strictly.

17. The Firm shall remove all resources deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/ problem/nuisance of any nature in the Bank's premises

18. The Firm shall remove any resource who in the opinion of the Bank, is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Firm shall

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

19. The resources engaged by the Firm shall not have any right/ claim over the facilities enjoyed by Reserve Bank of India employees etc.

J) SIGNING OF CONTRACT AGREEMENT

1. The Firm shall sign a contract with Reserve Bank of India and shall be responsible for serving the terms of the contract. The firm shall raise bill on monthly basis by 5th of the succeeding month and payment for the same shall be made by the Bank. The firm and its resources shall be under the general supervision and control of the personnel deputed for the purpose by the Bank and shall obtain necessary instructions from them for the day-to-day work in the premises.

2. General instructions to the bidders and special conditions herein before referred to shall be the basis of the final contract to be entered into with the successful bidder. The Firm shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank.

3. In case of partnership firm, the tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract.

4. On receipt of intimation from the Bank regarding acceptance of the tender, the successful tenderer shall be bound to implement the Contract from the date specified therein. The successful tenderer shall sign an agreement in accordance with the extant provisions. The firm shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Mumbai/ Maharashtra. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by

the firm shall devolve on the firm and the Bank shall be entitled to recover the amount from the security deposit or from the bills raised by the firm . Where the security deposit is utilized for the said purpose, the firm shall immediately replenish the utilized amount. Failure so to do may amount to breach of the agreement and consequences thereof shall follow.

K) LICENSES AND REGISTRATIONS

1. The Firm shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) as amended from time to time issued by the concerned Labour Department and/or license under ICAI guidelines for running the establishment. Bank shall not be responsible in any way for any breach by the Firm of the rules and regulations governing the running of such establishments by the Firm .

L) DEBARMENT

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

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract.
- (ii) failed to disclose conflict of interest.
 - (iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

M) OTHER CONDITIONS

1. To ensure effective implementation of this contract, authorised official/s of Reserve Bank of India shall issue instructions, either orally or in writing to the firm and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the firm . In the event the instructions are issued orally the same will have to be confirmed in writing immediately. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Bank shall be final and binding on the firm.

2. It shall be the firm's responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.

3. The Firm shall maintain and provide all necessary documentation, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws.

4. The Firm shall give all necessary personal superintendence during the contract period, and as long thereafter as the Bank may consider necessary. The Firm shall nominate/identify the person for proper performance of this contract and provide the contact details of such person to the Bank at the time of signing the agreement. Any directions, explanations, instructions or notices given by the Bank to the Firm's representative shall be held to be given to the Firm.

5. The Firm shall afford the official deputed by the Bank, every facility and assistance for inspecting the works. The Bank shall have power to give notice to the Firm or to its representative of non-approval of any work or correction, but such examination shall not in any way exonerate the Firm from the obligation to remedy which may be found to exist at any stage of the works.

6. The whole of the works included in the Contract shall be executed by the Firm and the Firm shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank; and no undertaking shall relieve the Firm from the full and entire responsibility of the Contract or from active superintendence of the works during their contract.

7. If the Firm, after receipt of written notice from the Bank requiring compliance immediately fails to comply with, the Bank 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 Firm by the Bank as a debit or may be deducted from any moneys due to the Firm.

8. On taking over the responsibility of work assigned, the Firm shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/ its authorized officials. Subsequently, the firm shall

review the work assigned from time to time with the permission of the Bank, for further streamlining their system.

9. The decision, opinion, direction, certificate (except for payment) by the Bank with respect to all or any of the matters hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

10. If, for any reason, the Bank is obliged, by virtue of the provisions of the Employees Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the firm in execution of the works, the Bank shall be entitled to recover from the Firm the amount of compensation so paid. The Bank 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 Bank to the Firm under this Contract or otherwise.

11. The firm shall furnish the Police Verification Certificates (within one month of entering contract), in respect of all the resources and supervisors engaged by the firm in the Bank's premises. It is the responsibility of the firm to ensure that the staff engaged in the Bank's premises do not have any criminal background and are not involved in any antisocial/anti-national activity.

N) DISPUTES RESOLUTION

All disputes arising out of the Agreement executed with the successful bidder shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996, shall be applicable to such proceedings and the arbitration shall be held at Mumbai. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings, the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank.

This contract is subject to exclusive jurisdiction of courts at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

O) TENANCY RIGHTS

Nothing herein contained shall be construed to create any tenancy in favour of the Firm or his/ its persons and Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the firm for due execution of the contract and evict its personnel.

P) FAILURE TO EXERCISE RBI'S RIGHTS

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

Q) TERMINATION OF THE CONTRACT

1) If the Firm being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016 or any other Act for the time being in force or declared as bankrupt or being an Incorporated Company placed under winding up under the provisions of Insolvency and Bankruptcy Code, 2016;

Or suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Firm ;

Or assigns or sublet this Contract without the prior consent in writing of the Bank;

Or charge or encumber this contract or any payments due or which may become due to the Firm hereunder;

Or if the Bank determines that the contractor

- (i) Has abandoned the contract;
- (ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works after receiving the Bank's notice to proceed;
- (iii) Has failed to proceed with works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon;
- (iv) Has made any discrepancy during submission of Bills to the Bank
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Firm requiring the Firm to observe or perform the same;

then, and in any of the said cases, the Bank may, notwithstanding any previous waiver, after giving one-month notice in writing to the Firm , terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Firm , the whole of which shall continue in force as fully as if the Contract has not been so terminated, as if the works subsequently executed had been executed by or on behalf of the Firm .

2) Termination of contract by Firm

- (i) The Firm may terminate the contract by giving three months' notice in writing. In case of failure to provide services for the notice period, the Bank has the right to forfeit the Performance Bank Guarantee/Security Deposit.
- (ii) If the payment of the amount payable by the Bank is in arrears and unpaid for 90 days, after notice in writing requiring payment of the amount as aforesaid shall have been given by the Firm to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases, the Contractor shall be at liberty to terminate the Contract by notice in writing to the Bank, and he shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment, the net rates contained in the Firm's original tender shall be followed

or where the same may not apply, valuation shall be made by the Bank. The Firm shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.

3) Right of Bank to terminate contract in the event of death of firm, if individual

Without prejudice to any of the rights or remedies under this Contract, if the Firm, being an individual/proprietor, dies or becomes incapable of discharging his contractual obligation, the Bank shall have the option of terminating the Contract without incurring any liability for such termination. However, if the contractor had appointed his/ her representative under a valid and registered deed of assignment and submitted the relevant documents to the Bank at the time of signing of the contract, the Bank may continue the contract with the said Representative, if it so desires, by entering into a fresh agreement under the same terms and conditions and for the period as may be decided by the Bank.

R) FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, act of God, etc., which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the contract.

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

| | |
|---|--|
| If the Firm is a partnership or individual proprietorship | IN WITNESS WHEREOF the Bank and the Firm have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. |
| If the Contractor is a Company | IN WITNESS WHEREOF the Bank set its hands to these presents through its duly authorised official and the Firm has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed in its behalf, the day and year first hereinabove written. |

Signed and delivered by Reserve Bank of India, Mumbai

(Name and Designation)

In the presence of –

Witnesses –

1. _____

Address: _____

2. _____

Address: _____

If the party is Partnership firm or Individual Proprietorship

Signed and delivered by

In the presence of –

Witnesses –

1. _____

Address: _____

2. _____

Address: _____

THE COMMON SEAL OF _____

If the Contractor is a Company

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

In the presence of –

Witnesses –

1. _____

Address: _____

2. _____

Address: _____

If the Contractor signs under the Common Seal, the signature should tally with the sealing clause in the Articles of Association

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

1. _____

2. _____

If the Contract is signed by the hand of Power of Attorney, whether of a company or Individual

SIGNED AND DELIVERED BY –

The Contractor by the hand of

Shri/Smt. _____

And duly constituted attorney.

Section V

Terms and Conditions

1. Performance Bank Guarantee/Security Deposit

(i) The Successful bidder shall furnish Performance Bank Guarantee/Security Deposit to the Bank within five (5) days from the date of acceptance of offer. The security deposit will be 5% of the tender value for due performance of the contract in the form of Bank Guarantee or through online mode (NEFT/RTGS) valid for a period up to three months after expiry of the contract. The bank guarantee shall be renewed for a further period as decided by the Bank in case of renewal of the contract by the Bank. The Performance Bank Guarantee/Security Deposit should be paid before start of the work. This is a pre-requisite for awarding the contract. No interest will be paid to the bidder for Performance Bank Guarantee/Security Deposit during the period of agreement.

(ii) Failure to pay the Performance Bank Guarantee/Security Deposit shall be treated as failure to discharge the obligations under the contract and shall result in cancellation of the offer of the contract and forfeiting the EMD. The bidder shall be liable to compensate the Bank for any loss incurred by the Bank.

(iii) The bank guarantee shall be released by the Bank only after being satisfied of the successful completion of the contract and no liabilities from the bidder or its employees. The security deposit shall be discharged only after adjusting all dues, liabilities, etc., recoverable from the bidder.

(iv) The Bank reserves the right to recover any part or the whole of the amount of the performance bank guarantee/security deposit for losses suffered by the Bank due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation / insolvency or change of composition or for the penalty imposed by the Bank under the agreement. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding.

(v) On payment of the performance bank guarantee/security deposit, the contracting firm will be required to enter an Agreement/ Contract on stamp paper of appropriate value containing, inter-alia, all the terms and conditions of the contract, as approved by the Bank. The bidder shall be liable to bear all the expenses including payment of stamp duty for execution of the agreement.

(vi) If the successful bidder fails to comply with the terms and conditions of the contract in course of the contract period, the security deposit shall be forfeited in full or in part, as decided by the Bank.

2. The Bank will hand-over the following to the Contractor/Firm:

- All the available physical records of foreign direct investment at 3rd floor, Foreign Exchange Department, Mumbai.
- All the available capital equipment (laptops) will be given on as-is, where-is condition.
- Basic stationary to carry out the work of segregation, assimilation and consolidation of physical records will be provided by the Bank.

3. The prices quoted shall be deemed to have included all applicable taxes (other than GST), custom duty, excise duty, local levies, etc., imposed by Central/State Government/ Local Bodies, Contractor Profit, Overhead expenses and other expenses. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Bank (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Bank that the same is given pursuant to this condition, together with all necessary information relating thereto. No service charge will be payable.

- 4.** The Bidder should also note that unless otherwise stated, the tender is strictly on item rate and his/her attention is drawn to the fact that rates for each item should be correct, workable and self-supporting. The scope of work indicates the total extent of work, which also includes any other small works required to complete the intent of the scope so defined.
- 5.** If the bidder desires, it shall list deviations from the terms and conditions given in the tender document. However, the application which does not comply with the Bank's terms and conditions may be rejected as non-responsive.
- 6.** Part 'II' - price bids shall contain prices in Indian Rupees only as per the format both in figures and words. Change of terms and conditions and technical deviations, if any, found in Part II of the tender, will not be considered and will be treated as null and void.
- 7.** Bidders are expected to exercise due care while quoting the rates. The rates quoted should not be Abnormally High Rates (AHRs) or Abnormally Low Rates (ALRs). In case ALRs are quoted by any bidder/s in price bid, the Bank reserves the right to either reject such bids or to establish the reasonableness of prices based on estimated rates, prevailing market rates, last purchase prices, other input costs and intrinsic value, etc., before awarding the contract. The decision of the Bank in this regard will be final and binding.
- 8.** The tenderer must use only the forms downloaded from the Bank/MSTC's website to fill in the rates. The uploaded tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- 9.** The rates quoted shall be firm and binding. The decision of the Bank shall be final in this regard.
- 10.** The contract will be initially for a period of 4 months extendable for further period at the Bank's discretion and at same terms and conditions.
- 11.** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of its tender for the works and of the rates and prices quoted in the price bid, which rates and prices shall, except as otherwise

provided, cover all its obligations under the Contract and all matters and things necessary for the proper completion of the works.

12. The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by the Bank within 2 days from the date of issue of the offer. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer. In such an event the Bank shall initiate appropriate action as deemed fit.

13. The losses due to breakage / theft / damage or loss (except due to natural wear and tear) of any such materials / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost from the amounts payable or from security deposit and the decision of the Bank shall be final and binding in this regard.

14. The Contractor shall indemnify and keep the Bank indemnified, defend and hold good the Bank, its directors, officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

15. The Contractor shall be registered with the Central/ State Body concerned and shall abide by State Labour / Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/ Regulations and rules relevant to this contract and shall indemnify and keep the Bank indemnified against damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc.

16. The Contractor shall be responsible for taking adequate care of all equipment and materials provided by the Bank. He should bring to the notice of the Bank, the repairs and maintenance work that are required to be undertaken from time to time. If any repairs of the equipment are to be made on account of mishandling / negligence of the resources, except normal wear and tear, the said items shall be repaired by the contractor at his/ her cost.

17. The Contractor or its authorised representative has to attend periodic review meetings convened or as and when required, for discussion for evaluation of performance of the contract.

18. The Contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilment of the obligations under the contract. The Supervisors and other resources and their qualifications and experience shall not be lower than specified in Scope of work. The Supervisor and other staff shall be appointed by the contractor soon after receipt of the Work order from the Bank and shall be available at site before start of work. The supervisors shall be present at the site of work for supervision and present himself/themselves, as required, to the Bank and/or his designated representative to take instructions. Instructions given to the supervisor shall be deemed to have the same force as if these have been given to the firm. The Supervisors and other Staff shall be available at site fully during the specified durations and whenever so required by the Bank and shall also note down instructions conveyed by the Bank or his designated representative(s). Necessary Registers viz. complaint register, attendance register etc., shall be strictly maintained by the supervisor on daily basis.

19. In the event of any damage being caused to the movable or immovable property of Bank or employees of Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the same from the bill of the firm or from the security deposit.

20. The Contractor shall not use the Logo and or trade name of the Bank or letter head of the Bank. The relationship between the contractor and the Bank being on principal-to-principal basis, the contractor shall not hold himself/ herself as an agent of Bank. The firm shall not use the Bank's address on its letterhead/ stationery for purposes of Registration or communication with any Government/ Local Body or any other organization or person and no tenancy shall be created by the presence of its resources on the Bank's premises.

21. The Contractor shall maintain all registers and documents as required by the Regional Labour Commissioner and shall furnish the same to the Bank or its representative as and when required.

22. The contractor shall provide its own attendance system for monitoring attendance (in/ outs) of their staff.

23. The Contract shall be executed in duplicate, and the Bank and the Firm shall be entitled to one executed copy each for use.

24. The authorised representatives of the Bank shall, at all reasonable times have free access to the work and other places, and the Firm shall give every facility to the Bank and their representatives, necessary for inspections and examination and test of the materials. Persons not authorized by the Bank, except the representatives of public authorities, shall not be allowed on the works at any time.

25. If there are varying or conflicting provisions made in any one document forming part of the contract, the Bank shall be the deciding authority with regard to the intention of the document and its decision shall be final and binding on the firm.

26. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality, purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract for such period as may be decided by the Bank.

27. The contractor shall be responsible for providing the services at the Offices of the Bank on all working days of the Bank or such other days as determined by the Bank.

28. The contractor shall be responsible for the proper conduct of their resources in the office premises of the Bank. In case of any damage/ loss/theft etc. to the property of the Bank which is caused by the personnel deployed by the firm, the firm shall either be liable to make good the loss based on the value of the property as determined by the Bank or the same shall be recovered from the monthly payments due to the firm.

29. The contractor shall be solely responsible for addressing the grievances/ resolution of disputes relating to the resources deployed. The Bank shall, in no way, be responsible for the settlement of such issues whatsoever.

30. The contractor shall ensure proper upkeep and maintenance of equipment/ inventory handed over by the Bank. In case of any fair usage breakdown, the same shall be repaired by the Bank. However, in case of damage or breakages on account of the firm's staff due to misuse, the firm shall be liable to repair the same and bring it back to its original functionality or replace the damaged item, as the case be. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at the sole discretion of the Bank.

31. The resources deployed by the vendor shall not claim nor shall be entitled to pay-perks and other facilities admissible to the regular/confirmed employees of the Bank during or after the expiry of the contract.

32. All the deployed personnel must be on the rolls of the firm at the time of deployment. Further, the firm shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Bank to any other firm. In case of breach of these conditions, the Bank may serve a notice in writing to the firm rescinding the contract, without prejudice to Bank's other remedies against the firm.

33. The contractor would be deemed to have acknowledged that all materials and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, whether consisting of confidential or proprietary data or not, will at all times be held by it in strictest confidence and it shall not make any use thereof, other than for the performance of its obligations and to release it only to employees requiring such information for the purpose of performing obligations described herein and not to any other.

34. The contractor shall abide by all the laws of the land in respect of Labour Act, PPF, gratuity, ESI, minimum wages etc. The Bank shall not be responsible for any claim on any account for not abiding by these laws. The firm shall give details of the resources going to be deployed for the Bank's verification.

35. The contractor shall indemnify and keep indemnified, defend and hold good the Reserve Bank, its directors, officers, employees and agents against loss, damages

or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the firm on account of misconduct, omission and negligence by its resources.

I/We have read the Terms and Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of the authorised person:

Name of the signatory (.....)

(in block capital letters):

Status of the signatory i.e. proprietor / partner/director:

.....

Date:

Section - VI

Evaluation Criteria

Technical Bids of applicants will be evaluated based on the eligibility criteria mentioned in the tender document, after scrutinizing all the relevant documents as sought from bidders and as per methodology given as follows. Bidders must note that a two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to opening of price bids.

a) Evaluation of Technical Bid

During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

1. **Number of years' experience in undertaking similar nature of works (based on work orders and completion certificates) (i.e. Auditing Firm)– Max 10 Marks**

| Sr. No. | Description | Marks |
|---------|----------------------------|----------|
| a | More than 20 years | 10 marks |
| b | 5 years and up to 20 years | 7 marks |

2. **ANNUAL TURNOVER (Average of last three financial years) as on March 31, 2025 - Max 25 Marks**

| Sr. No. | Description | Marks |
|---------|--|----------|
| a | More than ₹10 crores | 25 marks |
| b | More than ₹1 crore and up to 10 crores | 20 marks |
| c | ₹13 lakhs and upto 1 crore | 15 marks |

3. **The bidder should have minimum two running contract (minimum period of one year) in the field of audit of Government (Central/ State),**

Autonomous bodies, PSUs, Large corporate offices/houses (having annual turnover of 500 Crores or more), institutes of national importance such as IIMs, IITs etc. or Universities/ Reputed Colleges/ Training Academies - Max 15 marks

With value less than 50 Lakhs each

| Sr. No. | Description | Marks |
|----------------|--|--------------|
| a | More than five running contracts | 15 marks |
| b | two but less than or equal to five running contracts | 10 marks |

OR*

With value more than 50 lakhs each

| Sr. No. | Description | Marks |
|----------------|---|--------------|
| a | More than three running contracts | 15 marks |
| b | two but less than or equal to three running contracts | 10 marks |

***Whichever is higher shall be considered in Technical Evaluation score**

4.Strength of full time Chartered Accountant employees – Max 20 marks

| Sr. No. | Description | Marks |
|----------------|------------------------------|--------------|
| a | More than 20 CA employees | 20 marks |
| b | 10 and up to 20 CA employees | 10 marks |

5. Strength of CA Intermediate/IPCC qualified employees of contractor/firm - Max 15 Marks

| Sr. No. | Description | Marks |
|---------|----------------------------|----------|
| a | More than 100 employees | 15 marks |
| b | 50 and up to 100 employees | 10 marks |

6. Annual value of the single largest contract entered by the firm in previous three financial years - Max 15 Marks

| Sr. No. | Description | Marks |
|---------|--|----------|
| a | Value above INR 3 Crore | 15 marks |
| b | Value above INR 50 lakh and up to 3 Crores | 10 marks |
| c | Value up to INR 50 lakh | 8 marks |

All the supporting documents for the above criteria are required to be submitted for evaluation.

The technical bid of the tenderers who fulfil the minimum **eligibility criteria** of General Instructions regarding Technical and Financial Bids to Tenderers / Bidders and score **minimum 60 marks in the evaluation criteria** of technical bid shall be shortlisted for opening of Part II (price bid) of the tender.

The Bank shall notify those bidders whose proposals did not meet the minimum qualifying points or were considered non-responsive to the tender conditions. The Bank shall simultaneously notify the bidders who have secured the minimum qualifying marks, indicating the date and time set for opening of the Price Bids. The notification may be sent by electronic mail. To verify the claim

regarding work/similar contract in other locations, the Bank may call for information/report from the concerned bodies.

50 Evaluation of financial bid

After the technical evaluation has been completed, the financial bids of only technically qualified vendors will be opened for the purpose of commercial evaluation. The financial bids shall be opened publicly in the presence of authorised representatives of bidders who choose to attend (only one representative per bidder). The name of the Bidder and the offered prices shall be read aloud and recorded when the financial bids are opened.

The Bank will determine whether the financial Bids are complete (i.e. whether they have accounted for all items of the corresponding proposals). The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

Those technical bids securing less than the minimum marks will be rejected, and the financial proposals of the rest will be opened. L1 will be arrived at by adding all the quoted rates for each line item. The firm with the lowest cumulative price shall be selected for the Award of Contract.

Section VII

Scope of Work

The Bank intends to enter a contract for providing Data Entry Services for migration of Foreign Investment Data at Foreign Exchange Department, Mumbai Regional Office, Main Office Building, Fort. The duration of the agreement shall be 4 months which may be extended as per the Bank's discretion. During the contract period, the contractor shall be responsible for:

- i. Providing minimum resources as per indicative requirement tabulated below:

| Sl. No. | Job Description | Manpower requirement* |
|---------|-----------------------------------|-----------------------|
| 1 | Article | 10 |
| 2 | Supervisor (Chartered Accountant) | 1 |

* If, during the project execution, the contractor requires additional resources to meet the predetermined target, such resources shall be deployed by the firm without incurring any extra charges to the Bank. In case, the Bank increases/decreases target of digitisation, then the number of minimum resources shall be adjusted accordingly. The decision of the Bank shall be final in this regard.

a. Article

The article must have qualified CA Intermediate/IPCC. Further, they should have a working knowledge of computer with proficiency in excel, including the ability to perform data entry and formatting the spreadsheets. Field validation should be done in excel where data entry is planned. The Bank reserve the rights of verifying these skills through documentation, certification or practical evaluation during the project. Failure to meet these requirements shall necessitate immediate replacement of article and remedial action/ penalty as deemed fit by the Bank.

The article shall be expected to peruse the Foreign Investment Data in the physical files, extract values (as indicated in the scope of work) for

approximately and key them in the pre-defined excel sheet. The article shall be flagging all the field value for verification and segregating all the documents pertaining to every issuance. Once the documents are segregated, all the documents pertaining to acknowledged and unacknowledged issuances shall be filed separately, numbered and indexed in separate excel. Subsequently, all the entries shall be authenticated by the supervisor before handing them over to RBI official daily along with a certificate regarding the correctness of the entries made. (A sample file shall be shown to interested firms in the pre-bid meeting). Indexation excel needs to be submitted to the Bank on weekly basis or as desired by the Bank.

Further, only in times of exigencies e.g., ICAI exam, medical emergency etc, the firm may deploy graduates (maximum five resources only) who are in payroll of the contractor with two years of experience in audit and account for data entry purpose as backup resource of articles at same terms and conditions with the due approval of the Bank. The decision of the Bank in this regard shall be final and binding.

b. Supervisor

The supervisor must be a Chartered Accountant with minimum two years of experience. They should have proficiency in excel, including the ability to validate the fields where data entry is planned. They shall be responsible for training the articles, identifying deficiencies, if any, for spot rectification and monitoring targets and submit the progress reports as desired by the Bank. Further, they must ensure that the consolidated data handed over to the Bank on daily basis is free from all errors. In case the errors exceed 250 (certified entries) on monthly basis data, the Bank shall reserve the right to impose penalty as per 'Structure of penalty for deficiency in Services' under Articles of Agreement or as deemed fit. Further, no request for extra pay shall be entertained by the Bank for rectification of errors.

- ii. The presence of articles and supervisor on a five-day week basis from 9.45 AM to 5.45 AM is mandatory. The articles and the supervisor as indicated above must be present in the Bank premises on all working days. The team should be in readiness to render service for additional hours and Saturdays/ Sundays/ other holidays whenever called upon to do so, on account of office exigency/ies without any extra charges.
- iii. The presence of the above articles and supervisor would be monitored by the Bank. Absence of any one or more of the deployed articles/ supervisor may attract penalty. The decision of the Bank in this regard shall be final and binding.
- iv. Under all circumstances, it should be ensured that each one of the team members engaged by the firm remains deployed in the Bank on a continuous basis. The team deployed by the firm should not be shuffled in the normal course. However, if there are extreme exigencies, the same may be done only with the approval of the Bank and even in such situations, it should be ensured that the withdrawn/ reshuffled article/ supervisor is replaced in a staggered manner with a minimum gap of one (01) month.
- v. A weekly meeting with the Supervisor would be held with Bank's Management Team/ HoDs after the end of every week to review the progress in the week/ month and discuss the targets, changes in the structure and its impact. Further, the Bank reserves the rights to review the process, perform surprise checks and obtain a regular status update as and when desired.
- vi. Payment will be made to the firm monthly after satisfactory work completion as certified by the Bank. Monthly attendance of the resources deployed may be submitted along with monthly bill. The firm shall maintain a record of payment to the resources and ensure that all such payments are made to their bank accounts. The details of the same shall be submitted along with the bill. No other expenses shall be reimbursed by the Bank.
- vii. Workspace along with PCs/ Laptops will be made available by the Bank. The firm shall ensure proper upkeep and maintenance of equipment/ inventory provided by the Bank.

- viii. Under no circumstances, the laptops/ storage devices/ files /any other equipment provided by the Bank shall be taken outside the Bank's premises.
- ix. The functions as specified in the scope and coverage may be altered from time to time depending upon the requirements of the Bank. Further, the Bank reserves the right of addition/alteration in the format and/or number of files for which data entry is envisaged without prejudice to this agreement. The Bank's decision regarding change in the requirement of the number of resources due to alteration in the scope of work shall be final and binding on the firm.
- x. Any additional deployment of manpower, if required by the Bank beyond the requirement mentioned in the tender shall be paid as per the rates quoted in the financial bid on pro rata basis.
- xi. All the articles/supervisor must be associated with the firm at the time of deployment. The firm shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Bank to any other firm. In case of breach of these conditions, the Bank may serve a written notice of 15 days to the firm rescinding the contract, without prejudice to Bank's other remedies against the firm.

List – I

Indicative list of fields to be extracted

1. Name of the Investee Entity
2. PAN of the Investee Entity
3. CIN of the Investee Entity
4. Registration Number allotted
5. Name of the Foreign Investor
6. Country of the Foreign Investor
7. Date of Receipt of Consideration
8. Date of Investment/ Allotment
9. Number of Instruments Issued
10. Type of Instruments Issued
11. Amount Remitted by Investor (INR)
12. Price per Instrument (INR)
13. Total Consideration (INR)
14. Date of RBI Acknowledgement/ Approval Letter
15. Date of Reporting
16. Conditions mentioned in the RBI Acknowledgement/ Approval Letter
17. LSF imposed
18. Status of LSF payment

Section – VIII

Safety Code

1. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
2. Fire safety measures shall be adhered to as per local by laws.

I/We hereby declare that I/we have read and understood the above safety code and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal:

Date:

Section IX

Undertaking

(ON A STAMP PAPER of Rs.500/-)

To,

The Regional Director
Reserve Bank of India
Foreign Exchange Department
Main Building, Third Floor
Shahid Bhagat Singh Marg Fort
Mumbai – 400001

Name of the firm/Agency_____

Name of the tender_____ Due date: _____

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/ We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves abide by the said terms and conditions.
3. I/ We abide by the various statutory provisions including Contract Labour (Abolition and Regulation) Act, 1970, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, 1948, Payment of Bonus Act, 1965. etc. I/ We shall pay Gratuity, Leave, Relieving Charges, Uniform, and Allowances thereof, and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per the provisions of Minimum Wages Act, 1948, as amended from time to time and shall be fully responsible for any violation.

4. I/We shall provide digitisation services as mentioned in the scope of work by employing adequate number of staff in the Bank's premises.
5. I/We undertake to deposit the Earnest Money Deposit (EMD) for an amount of ₹26,000/- (Rupees Twenty-Six Thousand only) with the Reserve Bank of India, Mumbai.
6. In case, I/we are awarded the contract, I/we am/are agreeable to furnish a performance bank guarantee/security deposit of value 5% of the contract value to the Bank. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India, Mumbai. The EMD shall be refunded by the Bank once the Performance Bank Guarantee is submitted and execution of the contract agreement with Bank, on which, the Bank shall not pay any interest.
7. I / We understand that the Reserve Bank of India, Mumbai reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

(Signature of the Bidder)

Name and Address of the Bidder

Telephone No.

Section X

1. Proforma of Bank Guarantee for Performance Security Deposit

(To be submitted on Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

To:

The Regional Director
Reserve Bank of India
Foreign Exchange Department
Main Building, Third Floor
Shahid Bhagat Singh Marg Fort
Mumbai - 400001.

Place:

Date:

Dear Sir,

Bank Guarantee for Performance Security Deposit - Digitisation of foreign investment related data at Foreign Exchange Department, Mumbai Regional Office.

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract, to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do

hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assignees that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which the conclusion shall be binding on us as well as the said contractor, and we shall on demand by the RBI, pay forthwith without demur to the RBI, a sum of Rs..... (Rupees..... only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs..... (Rupees..... only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs..... (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, from RBI, 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, forthwith notwithstanding any dispute/ disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto, and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI forthwith upon receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.
5. Any notice, by way of demand or otherwise, hereunder may be sent by special courier, mail, fax or registered post to our local address as aforesaid, and if sent by post, it shall be deemed to have been given when the same has been posted.

We hereby further agree that –

- a) Any forbearance, act, or omission on the part of the RBI in enforcing any the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder, or granting of any time or showing of any indulgence by the RBI to the Contractor, or any other matters, in connection therewith, shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations, and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.
(Rupees..... only).
- b) Our liability under these presents shall not exceed the sum of Rs.
(Rupees..... only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto.... (Date) (90 days beyond the contract period), provided that, if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us, as aforesaid, and we hereby

expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee

- f) Should it be necessary to extend this guarantee, on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
- g) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

Witness 2

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).

Section XI

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

(On Bankers' Letter Head)

To

Regional Director

Foreign Exchange Department

Reserve Bank of India

.....

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹13,00,000/- (Rupees Thirteen Lakhs Only).

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

For the Bank with Name, Designation & Seal

Note:

- (i) Bankers' certificates should be on letter head of the Bank in sealed cover.
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Details of Tenderer's Banker

(to be submitted along with Banker's certificate)

| | | |
|---|--|--|
| 1 | Name and full Address of the Banker | |
| 2 | Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person can be contacted at the office of their banker by the Bank in case it is needed.) | |

Signature of Bidder with seal

Section XII

TENDERER'S UNDERTAKING ADDRESSED TO THE BANK

I / we hereby undertake that I/we shall comply with the provisions of "The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013".

Signature of Bidder with seal

Note:

Prevention of Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal)

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

Section XIII

TENDERER'S UNDERTAKING ADDRESSED TO THE BANK

I/We hereby declare that I/We shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence.

I/We shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws.

I/We shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer.

I/We shall 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 shall be entitled to claim damages and pursue legal remedies.

I/We shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

Signature of Bidder with seal

Annexure I

COMPANY PROFILE

(to be provided on letter head of the firm)

| | | |
|--|-------------------|--|
| Name of the Bidder | | |
| Date of Incorporation / Establishment | | |
| PAN Number | | |
| GST Identification Number | | |
| EPF Registration | | |
| ESI Registration | | |
| ICAI License | | |
| Udyam Registration Certificate | | |
| Office Address for Postal Communication | | |
| Mumbai Office Address (if any) | | |
| Authorised Signatory Details (Company/Firm Authorisation by the competent authority, to be attached) | Name | |
| | Designation | |
| | Email | |
| | Phone/ Mobile No. | |
| Details of Contact other than Authorised Signatory | Name | |
| | Designation | |
| | Email | |
| | Phone/ Mobile No. | |

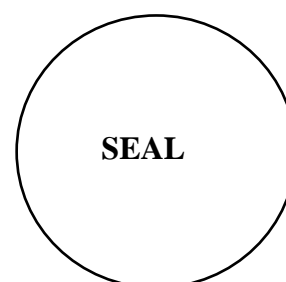
Signature and Seal of the Bidder

Name:

Full Address:

Date:

Contact No:



Annexure II

Experience Details

| Sr. No. | Evaluation Criteria | Name of Client | Contract/ Purchase Order/ Work Order No. and Date | Amount |
|---------|---|----------------|---|--------|
| 1 | The bidder should be in business as an audit firm for five years as on March 31, 2025. The right to accept similar works of the vendor will rest with the Bank. | 1. | | |
| 2 | Experience of having successfully completed similar works in the field of audit firm during the last 5 years ending March 31, 2025, should be either of the following: One Similar work (Single work order) each one having “Annual Contract Value” not less than | 1 | | |
| | | 2 | | |

| | | | | |
|--|---|---|--|--|
| | <p>₹10,40,000/- (Rupees Ten Lakh Forty Thousand Only).</p> <p>OR</p> <p>Two Similar works (Single work order) each having “Annual Contract Value” not less than ₹6,50,000/- (Rupees Six Lakh Fifty Thousand Only)</p> <p>OR</p> <p>Three Similar works (Single work order) each having “Annual Contract Value” not less than ₹5,20,000/- (Rupees Five Lakh Twenty Thousand Only).</p> <p>The right to accept similar works of the vendor will rest with the Bank.</p> | 3 | | |
|--|---|---|--|--|

Note: Supporting documents (Purchase order/Work order/ Completion certificate issued by the clients) are to be attached along with the Annexure III.

Date:

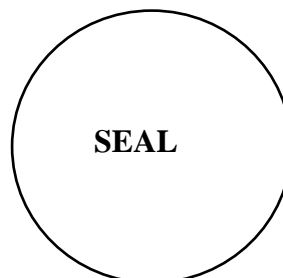
Authorised Signatory

Name:

Place:

Designation:

Contact No:



Annexure III

Annual Turnover Details

| Evaluation Criteria | Financial Year | Turnover (INR) | Remarks |
|--|-----------------------|-----------------------|--|
| The bidder must have an average annual turnover of at least ₹13 Lakhs for the last three consecutive financial years as on March 31, 2025. | 2024-2025 | | Please attach Chartered Accountant's certificate (and any other supporting document the bidder wishes to attach) along with this Annexure IV |
| | 2023-2024 | | |
| | 2022-2023 | | |

Date:

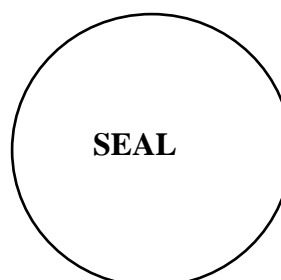
Authorised Signatory

Name:

Place:

Designation:

Contact No:



Annexure IV

Profit After Tax Details

| Evaluation Criteria | Financial Year | Profit After Tax (INR) | Remarks |
|---|----------------|------------------------|---|
| The bidder must be a profit-making organization (At least any three FY) in the last four consecutive financial years as on March 31, 2025 | 2024-2025 | | Please attach Chartered Accountant's certificate for Profit after Tax (PAT) (and any other supporting document the bidder wishes to attach) along with this Annexure V. |
| | 2023-2024 | | |
| | 2022-2023 | | |
| | 2021-2022 | | |

Date:

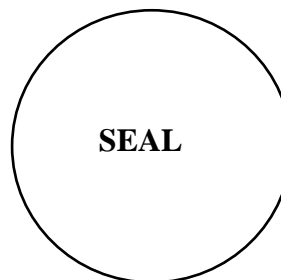
Authorised Signatory

Name:

Place:

Designation:

Contact No:



Annexure V

Details of Running Contract:

| Sr. No. | Name of Client with contract details | Running Contract/ Purchase Order/ Work Order No. and Date | Amount |
|---------|--------------------------------------|---|--------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 3 | | | |

Note: Supporting documents (Running Contract/ Purchase order/Work order issued by the clients) In case of additional row, bidder may attach the same on their letterhead with this sheet.

Date:

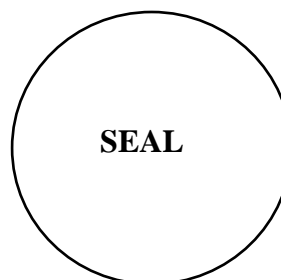
Authorised Signatory

Name:

Place:

Designation:

Contact No:



Annexure VI

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the bidder on their letterhead)

Name of Work:

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

Date:

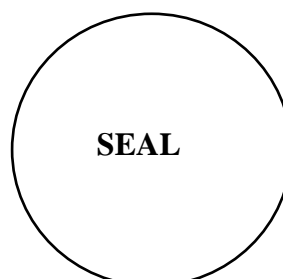
Authorised Signatory

Name:

Place:

Designation:

Contact No:



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

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

Annexure VII

Undertaking regarding declaration of criminal case(s) registered

(To be submitted by the bidder on their letterhead)

1. I/We (Name of the bidder) declares that

- i. I/we hereby certify that no criminal case is registered/ pending against this firm or its owner(s)/ partner(s) anywhere in India.
- ii. I/we certify that the above information is true and correct in every respect and in any case later it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

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

a) I/we hereby certify that (Number of cases) criminal case is/are registered/ pending against this firm or its owner(s)/ partner(s) (Place) in India.

A copy of such cases is attached for your information and record.

Date:

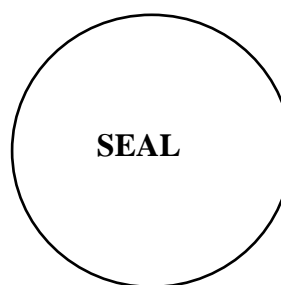
Authorised Signatory

Name:

Place:

Designation:

Contact No:



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

PART II

Section I

Financial Bid

ONLY PRICED ITEMS TO BE INCLUDED IN THE COST OF WORK

| Sr. No. | Description | Quantity | UOM | Rate |
|---|--|--------------|-----------|---|
| 1 | Providing services of skilled Supervisor (CA) who will be overall in-charge of the staff employed for digitisation of foreign investment data. | 1 resource | Per Month | Enter the Monthly rate for 1 (CA) resource. Amount will be calculated by MSTC portal for 4 Months |
| 2 | Providing services of qualified and experienced/trained and skilled articles for digitisation of foreign investment data. | 10 resources | Per Month | Enter the consolidated monthly rate for 10 (Articles) resources. Amount will be calculated by MSTC portal for 4 Months. |
| Financial Bid (Financial Bid will be arrived at by adding all quoted rates for each line item) | | | | |

Note: -

- The above rates should be inclusive of all applicable charges, levies, duties and taxes (other than GST)

Place:

Signature of the bidder

Date:

(Seal)