



**Reserve Bank of India
Department of Currency Management
Mumbai**

**Request for Proposal (RFP)
For
Engagement of Consultant for Comprehensive Consultancy Services for
establishment of Automated Banknote Processing Centre (ABPC)**

The Reserve Bank of India intends to establish an Automated Banknote Processing Centre (ABPC). The Bank therefore invites Request for Proposal (RFP) from qualified and capable firms/ agencies/ companies to provide comprehensive consultancy services for the proposed work.



**Reserve Bank of India
Department of Currency Management
Mumbai**

**Request for Proposal (RFP)
For**

**Engagement of Consultant for Comprehensive
Consultancy Services for establishment of Automated
Banknote Processing Centre (ABPC)**

Issued by:

**Reserve Bank of India, Department of Currency Management, Central Office,
4th Floor, Amar Building, Sir. P.M Road, Fort, Mumbai – 400001.**

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Definitions

Sr.	Abbreviation/ Terms	Description
1	ABPC	Automated Banknote Processing Centre
2	AGV	Automated Guided Vehicle
3	ASRS	Automated Storage and Retrieval System
4	BCM	Business Continuity Management
5	Consultant	The Tenderer found suitable after following due process
6	CCTV	Closed Circuit Television
7	EMD	Earnest Money Deposit
8	Fresh Notes	Banknotes printed by the presses and not yet put in circulation
9	HDN	Higher Denomination Notes
10	IST	Indian Standard Time
11	LDN	Lower Denomination Notes
12	RBI or the Bank	The Reserve Bank of India
13	RFID	Radio Frequency Identification
14	RFP / Tender	Request for Proposal / The tender document submitted in the prescribed format by a Tenderer interested in the ABPC Project; includes Technical Bid and Financial/ Price Bid
15	Site of Work	The property of RBI where ABPC is proposed to be established.
16	Soiled Notes	Notes unfit for re-circulation
17	Stabilisation of the project	One year after commissioning (Go-live) of the project.
18	Tenderer / Bidder	A firm / company which has obtained / downloaded the RFP / Tender document and has applied for the same
19	The Project	The project for establishment, operationalisation and stabilisation of Automated Banknote Processing Centre
20	The Work	Comprehensive Consultancy Services to be rendered by the identified consultant as defined under the Scope of work
21	WMS	Warehouse Management System



**Reserve Bank of India
Department of Currency Management
Mumbai**

Notice Inviting Request for Proposal

REQUEST FOR PROPOSAL FOR ENGAGEMENT OF CONSULTANT FOR COMPREHENSIVE CONSULTANCY SERVICES FOR ESTABLISHMENT OF AUTOMATED BANKNOTE PROCESSING CENTRE (ABPC)

Reserve Bank of India, Department of Currency Management, Central Office, Mumbai – 400001 (hereinafter referred to as “**the Bank**”), intends to establish an Automated Banknote Processing Centre (ABPC) at Jaipur, India. The Bank desires to appoint qualified and capable entity of repute to provide comprehensive consultancy services for the said purpose. Accordingly, the Bank invites proposals for selection of entity for the proposed work.

Eligible entity of repute, having experience in offering comprehensive consultancy services and necessary expertise conforming to the scope of work, is hereby invited to submit technical and financial proposals (hereinafter referred as “**the tender**”) required for the above services, which could form the basis for future discussion and ultimately a contract to be entered into between the successful Tenderer and the Bank. Prospective Tenderer may submit his tender together with the enclosures as per the prescribed formats in sealed cover to the Chief General Manager-in-Charge, Reserve Bank of India, Department of Currency Management, Central Office, 4th Floor, Amar Building, Sir P.M. Road, Fort, Mumbai - 400001, so as to reach on or before the last date of submission, as indicated in the schedule of submission of the Request For Proposal (RFP).

For more details, please visit – www.rbi.org.in/Tenders. Any addition/ deletion/ modification, any information related and incidental to the RFP will be posted on the Bank’s website.

2. Schedule for Submission of RFP

Sr.	Event	Date
1	Date of publishing the RFP on the Bank's website and in newspapers	December 11, 2020
2	Last date for submission of queries by the prospective bidders / tenderers for pre-bid meeting	January 4, 2021
3	Date of holding pre-bid meeting through Webex	January 11, 2021 at 1430 hrs (IST)
4	Last date and time for submission of completed RFP document in a sealed cover	February 23, 2021 up to 1500 hrs (IST)
5	Opening of RFP documents – Envelopes containing General Information and Technical Bid	February 23, 2021 at 1600 hrs (IST)
	Presentation of Technical Bids	To be advised.
	Financial / Price Bid	To be advised.
6	Venue for – i. Submission of completed RFP documents (excluding Saturdays, Sundays and public holidays),	Reserve Bank of India, Department of Currency Management, Central Office, 4 th Floor, Amar Building, Sir P.M. Road, Fort, Mumbai 400 001.
	ii. Conducting pre-bid meeting,	Through Webex
	iii. Opening of RFP documents	To be advised

3. Important information related to the tender is as under:

Sr.No	Title	Particulars
i	Type of Tender System	Two Bid System: - (i) Technical Bid (ii) Financial (Price) Bid
ii	Issuer	The CGM-in-Charge, Reserve Bank of India, Department of Currency Management, Central Office, 4th Floor, Amar Building, Sir P.M. Road, Fort, Mumbai – 400001.
iii	Scope of tender	The Tenderer is required to bring his expertise in offering comprehensive consultancy services for establishment of ABPC conforming to the international best practices in currency management

		and its various aspects with suitable adaption to the Indian context. For more information, please see Scope of work.
iv	Cost of Tender Document	Free
v	Bid validity	The proposal must remain valid and open for evaluation for a period of at least 180 days (One Hundred and Eighty days) from the last date of submission of RFP or as extended as per mutual agreement.
vi	Number of envelopes to be submitted	<p>Proposals are to be submitted in one sealed cover containing three (3) separate sealed envelopes, as under for Techno-Commercial evaluation:</p> <p>The first envelope should be super scribed “General Information for Comprehensive Consultancy Services for Establishment of ABPC”.</p> <p>The second envelope should be super scribed “Technical Details for Comprehensive Consultancy Services for Establishment of ABPC” and</p> <p>The third envelope should be super scribed “Financial Bid for Comprehensive Consultancy Services for Establishment of ABPC”</p> <p>First and second envelopes shall constitute Technical Bid and third envelop shall constitute Financial Bid.</p> <p>The above three envelopes should contain all the documents / forms, a checklist of which is provided under Section IX – Checklist for Covers/Envelope and Documents.</p> <p>The above three envelopes should be sealed and put in a large sealed cover super scribed “RFP FOR ENGAGEMENT OF CONSULTANT FOR COMPREHENSIVE CONSULTANCY SERVICES FOR ESTABLISHMENT OF ABPC” and submitted to the Bank on or before the scheduled time on the last date of submission. Tenders will be accepted by</p>

		post/ courier or by deposit in drop box in Reserve Bank of India, Department of Currency Management, Central Office, 4th Floor, Amar Building, Sir P.M. Road, Fort, Mumbai – 400001.
vii	The Bank Officers to be contacted for clarifications/ help	Ms. Sumati Sharma, Assistant General Manager, Department of Currency Management, RBI, Mumbai or Mr. Bhushan Laghate, Assistant General Manager, Department of Currency Management, RBI, Mumbai. Email – helpabpc@rbi.org.in
viii	Name and Contact Details of Independent Monitor (s) for pre-bid/ pre-contract Integrity Pact.	Mr. Jayant Kumar Banthia Office of the Chairman SICOM Solitaire Corporate Park, Building No 4, 7th Floor, Guru Hargovindji Road, Chakala, Andheri East, Mumbai 400093.
ix.	Earnest Money Deposit	Rs 30,00,000 (Rupees Thirty Lakh only). The EMD shall be paid/ submitted by the tenderer through NEFT/ RTGS / DD/ Banker's Cheque/ Bank Guarantee (as per Form J) issued by a Scheduled Bank and drawn in favor of the Reserve Bank of India, Mumbai. The Earnest Money Deposit (EMD) through NEFT/ RTGS in favour of Reserve Bank of India, Mumbai A/c No. 41861403880, IFSC Code: RBIS0COD001 (5th, 9th & 10th character are zero, 7th character is alphabet) {Intimate/ forward the transaction details of electronic payment, if any, on helpabpc@rbi.org.in and a copy of the receipt/ proof of payment thereof should be placed in Envelope I.}
x.	The last date of submission of EMD online	February 22, 2021 up to 1500 hrs (IST)
xi.	Security Deposit	5% of the bill value from all the bills (Clause 4.44.6)
xii.	Interim Payments	As per the milestones contained in the RFP (Clause 4.44.7 (i))
xiii.	Final Payment	After successful completion of stabilization period (Clause 4.44.7 (ii))
xiv.	Liquidated damages	0.25% of the consultancy charges for each week of delay, subject to a maximum of 10% of the consultancy charges (Clause 4.44.8)

xv.	Performance Bank Guarantee towards Performance Security	7% of the total consultancy charges excluding on-site support to be submitted at the time of signing the contract; valid up to six months beyond the stabilisation period. (Clause 4.44.2) Separate Performance BG towards on-site support for a period 10 years for a value of 25% of the annual on-site charges to be submitted after stabilisation period; the Performance BG shall be maintained at 25% on the annual on-site charges during currency of the on-site support period. (Clause 4.44.2)
xvi.	Professional Indemnity Bond	Professional Indemnity Bond covering the design of the ABPC building for a value equal to 100% of the consultancy charges to be submitted at the time of signing the contract (Clause 4.44.4)

4. The Tenderer shall ensure that their tenders, duly signed and sealed, complete in all respects as per instructions contained in the RFP Document, are received through Post / courier within the stipulated time schedule. The Bank shall not be responsible if the tender document is not received in time due to the delay on account of Post / courier services. The Tender can also be delivered in person at the address given above on or before the closing date and time indicated in the Schedule for Submission of RFP, failing which the tenders will be treated as late and will be rejected. Tenderer shall sign on all pages of the tender, as a token of acceptance of all terms and conditions of the tender.

5. The Bank reserves the right to accept/ reject/ cancel any or all tenders without assigning any reasons thereof. The Bank reserves the right to accept the tender in whole or in part without assigning any reason. Incomplete tender or tender not submitted in accordance with the terms and conditions prescribed in this Tender Document shall be liable to be rejected.

6. As a part of Bid evaluation, Tenderer will submit, on "No Cost No Commitment" (NCNC) basis, to the Bank, reports from Central Banks/ Monetary Authorities / Entities to which they have provided consultancy services for eligible works.

7. Guidelines for submitting the RFP -

The RFP shall be submitted in three parts as already mentioned.

Envelope I (General Information) should contain the documents required for verification of compliance of the Tenderer with the eligibility and evaluation criteria and submission of documents evidencing their claims thereof. This envelope should also contain the documents pertaining to EMD.

Envelope II (Technical Details) should contain detailed plan on the approach for the proposed consultancy work, including drawings, designs, layouts, etc. in support of the Technical Bid.

These two envelopes together shall constitute Technical Bid.

All the documents in both the envelopes should be signed and stamped on each page. Tenders with Counter Conditions are liable for rejection. Both the envelopes should not contain any price indication of the remuneration/ commission desired/ expected for the comprehensive consultancy services rendered. In case, any document submitted in these two envelopes contains price indication, the RFP will be summarily rejected.

Envelope III – (Financial /Price Bid) should contain only the quotes for consultancy charges and charges for on-site support. The format provided in this RFP Document for price bid should be followed and price bid submitted in any other format will be liable for rejection.

You may please note that Tenders which are not in line with the above guidelines are liable for rejection.

8. The following documents are enclosed to enable the tenderer to submit the tender:

- i. Disclaimer
- ii. Section I - Introduction and Scope of work
- iii. Section II - Eligibility Criteria
- iv. Section III – Instructions to Tenderer to submit Tender
- v. Section IV - General Instructions of Tender (GIT)
- vi. Section V - Conditions of Contract
- vii. Section VI - Tender Form
- viii. Section VII - Form for submission of Financial / Price Bid
- ix. Section VIII - Letter of Authority for attending Bid Opening
- x. Section IX – Checklist for Covers/ Envelope and Documents
- xi. Annex I – ABPC at a Glance
- xii. Annex II – Detailed Scope of work
- xiii. Form A – General Information
- xiv. Form B – Details of Completed Projects
- xv. Form C – Details of Ongoing Projects
- xvi. Form D – Details of availability of Key Personnel and Professionals having requisite Technical Qualification and Experience
- xvii. Form E – Financial Position of the Tenderer

- xviii. Form F – Performance Report from the client
- xix. Form G – Banker’s Report
- xx. Form H – Pre-Contract Integrity Pact
- xxi. Form I – Non-Disclosure Agreement
- xxii. Form J – Proforma for Bank Guarantee for Earnest Money Deposit
- xxiii. Form K – Declarations
- xxiv. Form L - Proforma for Bank Guarantee for Performance Security
- xxv. Form M – Professional Indemnity Bond
- xxvi. Form N - Power of Attorney for Lead Member of Consortium
- xxvii. Form O - Undertaking from the Parent Company
- xxviii. Form P – Certificate of compliance with Rule 144 (xi) of General Financial Rules, 2017

(Subrata Das)
Chief General Manager-in-Charge

Disclaimer

Reserve Bank of India (RBI), Department of Currency Management (DCM), Central Office, Mumbai, has prepared this Request for Proposal (RFP).

- The information contained in this RFP or subsequently provided to Tenderer(s), whether verbally or in documentary or any other form by or on behalf of the Bank or any of its employees on the terms and conditions set out in this RFP and such other terms and conditions shall not, without the Bank's prior written consent, be disclosed to any person other than the person(s) employed by the Tenderer in the preparation of their bids against this RFP. Further, any such disclosure to any such employed person(s) shall be made in confidence and only so far as necessary for the purposes of such preparation of bids. This obligation of the Tenderer(s) shall remain alive even after expiry of validity of the bid.
- This RFP is not an agreement and is neither an offer nor invitation by the Bank to the prospective Tenderer(s) or any other party. The purpose of this RFP is to provide the Tenderer(s) with information to assist them in the formulation of their proposal submission. This RFP document does not purport to contain all the information Tenderer(s) may require. Each Tenderer should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.
- The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The Bank, its employees accept no responsibility for the accuracy or otherwise for any interpretation or opinion expressed herein.
- The Bank, or its employees shall have no liability to any person, including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way for participation at this bid Stage.
- The Bank, or its employees also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Tenderer(s) upon the statements contained in this RFP.
- The Tenderer(s) shall bear all the costs associated with or relating to the preparation and submission of their bids including but not limited to preparation, copying, postage, delivery charges, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Bank

or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Tenderer(s) and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Tenderer(s) in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

- This disclaimer shall not be interpreted to reduce or dilute any provision of the RFP document.



Section I: Introduction and Scope of Work

1.1 Currency Management in India in brief

The Bank, as sole issuer of banknotes of the country in terms of the provisions of the Reserve Bank of India Act, 1934 is responsible for management of currency and all its aspects. The issuance, distribution, ensuring availability of clean and fit notes in adequate amounts and retrieval of unfit notes from circulation and destruction thereof is the responsibility of the Bank. It is supplied with banknotes from four Printing Presses and coins from four Mints. The new banknotes and coins are received at nineteen Issue Offices of the Bank across the country from where these are further distributed to about 3300 Currency Chests operated by scheduled banks under an agency agreement with the Bank. The Currency Chests act as store houses and currency stored thereat is distributed to various bank branches / ATM network for distribution to the public. The banknotes which are soiled and not fit for circulation are withdrawn by these banks and deposited into the Currency Chests from where the RBI collects such notes at its Issue Offices. The notes received in the Issue Offices of the Bank and chests are subject to several verification processes; both manual and automated. In particular, the unfit notes withdrawn from circulation are verified through a Currency Verification and Processing System (CVPS) and destroyed by shredding. All the activities along the entire chain of distribution are undertaken under tight security with the assistance of state security agencies.

1.2 Global Scenario

World-wide, the Central Banks/ Monetary Authorities have been facing multiple challenges in currency management; due to increase in the volume of banknotes printed, handled and processed as also due to increasing costs associated in handling, transporting and processing these banknotes. To address the issue of increasing volume of banknotes, many Central Banks/ Monetary Authority have proactively adopted suitable re-engineering of their currency management processes and have set up separate facilities to automate handling of banknotes w.r.t receipt, storage, retrieval and processing. These countries have since reaped economic benefits due to automated handling and processing of banknotes, which brought about efficiency in operations, ensured process integrity and improved security. These countries include Austria, France, Germany, Hungary, Japan, USA, etc.

1.3 Position in India

Cash remains an important mode of payment for most Indian citizens, notwithstanding the growth in digital payments. In fact, the banknotes in circulation have been concurrently growing with the rise in digital payments. The global trend of increasing volume of banknotes in circulation has been witnessed in India as well. The volume of

banknotes in circulation has since risen about threefold from March 2001 to March 2019.

Similarly, supply of banknotes by the presses has increased about four times from March 2001 to March 2019 and is expected to increase manifold. Further, with the increase in banknotes in circulation commensurate increase in the requirement for soiled notes processing is expected.

This has necessitated a relook at the present system of cash management and a need is felt to automate the handling of banknotes for receipt, storage, retrieval, processing and destruction, in line with the global changes, adopting modern technology.

1.4 Establishment of Automated Banknote Processing Centre (ABPC)

The Bank, with a view to address above challenges, intends to establish a green field Automated Banknote Processing Centre.

The indicative activities to be performed at the ABPC are –

- Automated Receipt and storage of fresh banknotes received from the printing presses, automated retrieval and despatch of the fresh banknotes to the identified Issue Offices (IOs)/ Currency Chests (CC);
- Receipt, storage, retrieval, processing of banknotes received from CCs and bank branches and destruction of soiled banknotes in an automated manner;
- Identification of mutilated/ counterfeit/ defective/ imperfect notes during processing of the banknotes on Currency Verification and Processing System (CVPS) machines, online and offline shredding and briquetting of soiled banknotes in a mechanised and secure manner and further disposal of the briquettes;
- Recirculation of fit banknotes identified during processing, if any;
- Accounting, reconciliation and report generation of the banknotes received, despatched, processed and destroyed, for future analysis;
- The centre should have a robust Business Continuity Management (BCM)/ Disaster Recovery Plan (DRP) and risk management framework to mitigate / manage all the associated risks to ensure security of the banknotes and ensure integrity of the process. The ABPC will ensure safety at work - for its staff as also for the banknotes stored. At ABPC, IT systems and logistical tools shall guide the automation process.

A detailed overview of the ABPC with regard to the availability of in-house infrastructure/ facilities, tasks proposed to be undertaken at the ABPC, etc. is provided in [Annex I - ABPC at a Glance](#).

1.5 Requirement for service of a Consultant

The Bank intends to establish an Automated Banknote Processing Centre having automated facilities of receipt, storage, retrieval, dispatch and processing including disposal of banknotes in line with the best global practices adopted at the automated cash centres consisting of security, technological tools and aids to enhance security, capable of handling increasing volumes of currency. For this purpose, the Bank desires to engage a qualified entity of repute, as a Consultant, who can provide end-to-end comprehensive consultancy services for establishment of ABPC.

1.6 Scope of work

The illustrative scope of work involves –

- 1.6.1** Visiting the site/s and studying the existing procedures/ processes and understanding the cash cycle, volume analysis and the requirements for ABPC;
- 1.6.2** Planning and designing the complete facility for ABPC together with required automation process, adopting the latest relevant technologies and works, best suited for operations in Central Banks, without compromising the integrity of the process and security in the Bank, to the requirements and satisfaction of the Bank;
- 1.6.3** Preparing a comprehensive project report for enabling completion of all the activities under the project, with the approval of the Bank, comprising of estimates of total cost, timeline, cost benefit analysis of different alternative processes/ technologies, suggestions for automation solutions including standardisation of banknote boxes, etc.;
- 1.6.4** Preparation of Tender Document(s) for various trades, estimates, examination of bids for selection of agency/ firms/ company for establishment of ABPC, preparation of the agreement(s), co-ordination with vendors and certification of various stages of delivery/ implementation, coordinating with various agencies/ parties involved for obtaining necessary permissions/ approvals for execution of the project;
- 1.6.5** Supervision of establishment of ABPC project, certification of bills pertaining to the suppliers/ vendors, conducting product and integration tests, training to the staff, drafting SOPs and Manual for operations of ABPC, preparation of BCM, commissioning the project for regular operations and stabilization thereof i.e.

one year after commissioning (Go-live) of the project. Providing on-site support including co-ordination and integration of various processes and systems.

The consultant would be engaged from the stage of conceptualization to commissioning and stabilization of the Project. The consultant shall identify and depute Key Personnel and qualified and experienced staff for implementation of the project. After stabilization, the consultant would also be required to provide on-site support for 10 years, extendable thereafter on mutually agreed terms and conditions. The consultant shall, however, depute the personnel identified for providing on-site support upon commencement of stabilization of the project.

Refer [Annex II](#) for Detailed scope of work.

Section II: Eligibility Criteria

2.1 Tenders for providing comprehensive consultancy services may be submitted by an entity incorporated/ registered under relevant statutory provisions of the competent jurisdiction and complying with the Office Memorandum issued by the Department of Expenditure, Ministry of Finance for insertion of Rule 144 (xi) in the General Financial Rule, 2017, dated July 23, 2020. The tenderer may also provide such services by exercising the following options –

- (i) As an entity (Proprietorship firm/ Partnership/ Company/ JV/ LLP, etc.) drawing expertise from the promoter/ parent/ holding entity where the parent shall guarantee performance to the RBI.
- (ii) A consortium, where the agreement is to complement their respective areas of expertise to strengthen the technical responsiveness of their proposals and make available bigger pools of experts to provide better approaches and methodologies. Such an association may be formed for the specific purpose of bidding to this RFP and establishment of ABPC. The number of members in a consortium shall not exceed five (5).

2.2 In case of Consortium, one of the entities shall represent the Consortium as **Lead Member**. The Bank will deal only with the Lead Member and such Lead Member shall be responsible towards the Bank for all the purposes. An entity who is part of consortium can be part of only one tender. The conditions governing consortium are provided at para **2.3**.

The tenderer (including all the members of the consortium) shall submit the above information as also other particulars viz. legal status, address for communication, etc. in **Form A – General Information**, along with the consortium agreement and a certificate with respect to compliance of Rule 144 (xi) mentioned at para 2.1 as per **Form P**. If an entity, including a Consortium member, submits or participates in more than one tender, all such tenders shall be disqualified.

2.3 The conditions governing the consortium arrangement are provided hereunder –

2.3.1 All the members of the consortium shall be part of the contractual arrangement among themselves before submitting the bid. Towards this end, the consortium shall submit an MOU/ agreement which shall, inter-alia, include -

- (i) the obligations/function(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the comprehensive consultancy services for establishment of ABPC is awarded to the Consortium;

- (ii) outline the proposed roles and responsibilities of the members towards each other and roles and responsibilities of the consortium towards the Bank;
- (iii) include a statement that the Lead Member shall represent all the members of the consortium and shall at all times be liable and responsible for discharging the functions and obligations of the consortium; and that each member of the consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to the consortium arrangement and the Bank shall be entitled to rely upon any such action, decision or communication of the Lead Member.
- (iv) that all the members shall abide by the terms & conditions of the RFP document and in case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- (v) that the consortium agreement shall be irrevocable and shall form an integral part of the RFP submitted to the Bank and shall remain valid till completion of the job assigned to the consultant.
- (vi) that the Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RFP.
- (vii) that the Lead Member will be responsible for the management of all Consortium Members who are part of the proposal and would have sole responsibility for discharge of all performance obligations stipulated in the RFP.
- (viii) that the Lead Member is authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including payment, shall be done exclusively with the Lead Member.
- (ix) that the Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the members of the consortium in discharging all of their respective obligations. Each member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in consortium arrangement.

- (x) that each member represents to the other members as of the date of this Agreement that such member is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement
- (xi) that this Agreement shall be governed by laws of India.

2.3.2 Further, the members shall submit a Power of Attorney in favour of the Lead Member in **Form - N**.

2.3.3 Any change in the consortium member at a later date shall not be allowed for cases where the consortium has benefited from the non-lead bidders' credentials/ experience.

2.3.4 There shall not be any amendment to the consortium agreement without the prior written consent of the Bank.

2.3.5 The Bank shall receive payment towards bid security and shall have the right to release payments solely from/ to the Lead Member respectively and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the consortium.

2.3.6 All information/ documents as required in the RFP should be submitted by all the members in a consortium including the Pre-Contract Integrity Pact, Declaration and Non - Disclosure Agreement.

2.4 Minimum Eligibility Criteria - The tenderer should meet the following eligibility criteria. Only those entities, who fulfil the following eligibility criteria need to submit tender in the prescribed forms:

2.4.1 Work Experience -

The tenderer shall demonstrate expertise and experience in the following trades –

- I. Comprehensive Architectural Services for the buildings/ assets including physical and electronic security systems;
- II. Warehouse Management System including process automation for receipt, storage, retrieval, processing and despatch in accordance with the standards in the supply chain for auto-ID and Electronic Data Interchange (EDI) communication allowing identification, capture, track and trace, real time

monitoring of products using barcodes/ QR Code/ RFID, etc. Warehouse Management System shall also include:

- a. Automated Storage and Retrieval System (ASRS)
- b. Material Handling System - Conveyor System, AGV
- c. Robotic System.

This experience should be covered in either one consultancy assignment or in a set of not more than three (3) consultancy assignments completed during the last 7 years as on last date of the month preceding the date of issue of this RFP, carried out for Government/ Semi-Government/ Central Banks/ Monetary Authority/ Public Sector Undertaking/ banks/ financial institutions/ Private Sector organizations. Such information is to be furnished in **Form – B**. Each such set of consultancy assignment should cover Comprehensive Architectural Services, Warehouse Managing System, ASRS, Material Handling System and Robotic System. Such works should have been carried out in large office/ commercial/ industrial/ factory building premises. Experience of a consultancy assignment for establishment of Automated Cash Centre would be an added advantage. The Bank reserves the right to call for documents and verify the experience(s) claimed by the Tenderer.

2.4.2 Financial Position

- (i) The tenderer (Individual tenderer or lead member of a consortium) should have an average annual Financial Turnover of minimum INR 5.00 crore during the latest three financial years concluding on or before **March 31, 2020** from consultancy works. The turnover from consultancy works should be mentioned in Schedule of Audited Balance Sheet or it should be duly certified by Statutory Auditor(s)/ any other Auditor or as per laws of the local country / competent jurisdiction.
- (ii) The tenderer (individual tenderer or all members of a consortium) should have positive net-worth¹ for the latest three financial years concluding on or before **March 31, 2020** which should be duly certified by Statutory Auditor(s)/ any other Auditor or as per laws of the local country. The aforesaid particulars are to be submitted in **Form - E**.
- (iii) The tenderer shall also submit copies of financial statements as applicable to the laws of the land for the latest three financial years concluding on or before March 31, 2020.

¹ Net worth will consist of 'paid up equity capital, free reserves, balances in share premium account and capital reserves representing surplus arising out of sale proceeds of assets but not reserve created by revaluation of assets' adjusted for 'accumulated loss balance, book value of intangible and deferred revenue expenditure, if any.'

- (iv) For the above financial position, the INR conversion based on the reference rate published at www.rbi.org.in for GBP, USD, Yen and EURO as on balance sheet dates shall be reckoned. For annual accounts prepared in other denominations, the reference rate provided by the Central Bank/ Monetary Authority of the applicant's country may be used for conversion (direct rates or cross rates using USD).

2.5 Availability of Key Personnel and other qualified professionals

The tenderer shall deploy Key Personnel as part of the Project Team and furnish their details in the prescribed **Form – D**. Such Key Personnel shall possess experience of at least 10 years in Logistics, Automation or Project Management. Experience of consultancy/ establishment of Automated Cash Centre would be an advantage. Additionally, the tenderer shall have qualified professionals having requisite academic qualifications and experience in consultancy assignment(s) for areas of expertise detailed under work experience, who may be required for successful implementation of the project, details of which may be given in the prescribed **Form - D**.

The tenderer shall furnish CVs of Key Personnel and other qualified professionals.

2.6 Certificate from Parent Entity to support Technical Eligibility

The tenderer can use the technical strength of its Parent Entity to fulfil the Technical Eligibility criteria. Members of consortium can also use the credentials of the parent entity to fulfil the technical eligibility requirement.

In case of the above, the tenderer shall submit an Undertaking from the Parent Entity as per **Form – O** and also furnish a certificate of relationship of Parent Entity with the Tendering Entity. Company Secretary/ Auditor Certificate towards shareholding pattern of the Parent Entity and the Tendering Entity along with a Board resolution from the Parent Entity shall also be submitted.

2.7 Salient features of the Minimum Eligibility of the tenderer –

Sr.	Qualification Criteria	Applicability	Corresponding Forms to be submitted
1	Legal Status of the tenderer The tenderer shall be an entity incorporated / registered under the relevant statutory provisions	The tenderer	Details of legal status of the tenderer / type of the organization in Form A .

	of the competent jurisdiction.		
2	<p>Work Experience</p> <p>The tenderer shall demonstrate expertise and experience in the following trades:</p> <p>I. Comprehensive Architectural Services for the buildings/ assets including physical and electronic security systems;</p> <p>II. Warehouse Management System including process automation for receipt, storage, retrieval, processing and dispatch in accordance with the standards in the supply chain for auto-ID and Electronic Data Interchange (EDI) communication allowing identification, capture, track and trace, real time monitoring of products using barcodes/ QR Code/ RFID, etc. Warehouse Management System shall also include:</p> <p>a. Automated Storage and Retrieval System (ASRS)</p> <p>b. Material Handling System - Conveyor System, AGV</p> <p>c. Robotic System.</p> <p>This experience should be covered in either one consultancy assignment or in a set of not more than three (3) consultancy assignments completed during the last 7 years as on last date of the month preceding the date of issue of this RFP, carried out for Government/ Semi-Government/ Central Banks/ Monetary Authority/ Public Sector Undertaking/ banks/ financial institutions/ Private Sector</p>	Individual tenderer and all consortium members collectively	Details of completed projects in Form B .

	<p>organizations.</p> <p>Each such set of consultancy assignment should cover Comprehensive Architectural Services, Warehouse Managing System, ASRS, Material Handling System and Robotic System. Such works should have been carried out in large office/ commercial/ industrial/ factory building premises. Experience of a consultancy assignment for establishment of Automated Cash Centre would be an added advantage.</p>		
3	<p>Turnover of the tenderer</p> <p>The tenderer shall have an average annual Financial Turnover of minimum INR 5.00 crore for the latest three financial years concluding on or before March 31, 2020 from consultancy works.</p>	Individual tenderer or the Lead Member of a consortium	Financial turnover of the Tenderer in Form - E .
4	<p>Positive Net Worth of the tenderer</p> <p>The Tenderer shall have positive net-worth for the latest three financial years concluding on or before March 31, 2020 which should be duly certified by Statutory Auditor(s)/ any other Auditor or as per laws of the local country.</p>	Individual tenderer or each member in a consortium individually and separately	Net worth in Form - E .
5	The tenderer can use the technical strength of its Parent Entity to fulfil the Technical Eligibility criteria. Members of consortium can also use the credentials of the parent entity to	The tenderer	An Undertaking from the Parent Entity as per Form - O

	fulfil the technical eligibility requirement.		
6	The Tenderer should not be in the list of blacklisted /debarred firms of any Government Agency / Central Bank / Monetary Authority anywhere in the world, for participating in the RFP, under that country's laws or official regulations.	The tenderer	A declaration in Form – K.
7	The tenderer shall possess a valid GST registration number or any other taxation registration required by the concerned Government	The tenderer	Details of tax registration in Form A.

Note: Tenderer shall mean Individual tenderer and all consortium members, unless otherwise specified.

The conditions for evaluation of the tender have been specified at **Section IV – General Instructions to Tenderer.**

Section III: Instructions to Tenderer to submit Tender

3.1 Interested tenderer is required to submit details about their respective organizations, experience (the tenderer is required to produce documentary evidence of having consultancy assignment(s) undertaken, e.g. work order and satisfactory completion certificate for the consultancy assignment(s)), technical personnel/ qualified professionals with their respective educational qualifications and work experiences in their respective expertise, competence and adequate evidence of their financial standing etc. as per the relevant formats as indicated in **Section IX – Checklist for Covers/ Envelope and Documents**

3.2 Envelope I – General Information: The Tenderer has to ensure that the following forms and documents are necessarily attached to the tender in Envelope I – General Information.

3.2.1 General Information about the tenderer in **Form- A**

3.2.2 Self-Certified/ Self Attested Copy of Certificate of Registration/ Incorporation of the firm/ company should be enclosed, clearly indicating registering authority, date of registration/ incorporation, registration number and the legal form.

3.2.3 Original Signed Tender document signed and stamped on every page by authorised signatory.

3.2.4 An Earnest Money Deposit (EMD) of Rs 30,00,000 (Rupees Thirty Lakh only) shall be paid/ submitted by the tenderer through NEFT/ RTGS / DD/ Banker's Cheque/ Bank Guarantee (as per **Form J**) issued by a Scheduled Bank in India and drawn in favour of the Reserve Bank of India, Mumbai {The tenderer shall intimate/ forward the transaction details of electronic payment, if any, on helpabpc@rbi.org.in and a copy of the receipt/ proof of payment thereof should be placed in Envelope I}. **Tenders without EMD will not be considered.** EMD of unsuccessful tenderer will be returned after signing the contract with the successful tenderer. EMD of the successful tenderer i.e., consultant will be returned after signing the contract and on receipt of Performance Bank Guarantee. No interest shall be payable on EMD.

3.2.5 Details of completed projects in **Form B** along with Self-Certified/ Self Attested Copy of the work orders and/ or completion certificates for the eligible consultancy assignments completed in the last 7 years ended as on last date of the month preceding the date of issue of this RFP in the areas defined in the scope of work (i.e. the consultancy work undertaken as shown in **Form – B.**) The completion certificate shall state that the tenderer had satisfactorily carried out works of similar nature in the industry and the work was successfully completed as per contract entered into therefor.

- 3.2.6** Details of ongoing projects in **Form C** along with Self-Certified/ Self Attested Copy of the work orders of ongoing consultancy projects / assignments.
- 3.2.7** List of Key Personnel and technically qualified and experienced staff with their qualification details and experience in **Form D**.
- 3.2.8** Financial position of the Tenderer consisting of the turnover and net-worth for the latest three years ended as on March 31, 2020, certified by the Statutory Auditor/ any other Auditor as per the local laws in **Form – E**.
- 3.2.9** Client/ Performance Report in **Form - F** shall be obtained from the General Manager/ Project Manager/ Equivalent Authority of the Client for whom the Tenderer had carried out consultancy work of similar nature showing that the Tenderer had satisfactorily carried out consultancy work.
- 3.2.10** Other documents -
- i. Form G – Banker’s Report,
 - ii. Form H – Pre-Contract Integrity Pact,
 - iii. Form I – Non-Disclosure Agreement
 - iv. Form K – Declarations
 - v. Duly executed/Notarised/registered Power of Attorney on a stamp paper or an authenticated copy of the Board Resolution authorizing the official(s) to sign the tender on behalf of the Tenderer
- 3.3 Envelope II – Technical Details:** The Tenderer is required to submit a detailed plan on their approach for the proposed consultancy work as per the **Scope of Work**, which may include the following -
- a. Plan to execute the consultancy assignment, work plan including the suggested structure of the ABPC with the desired facilities, infrastructure and security along with indicative roadmap (including timelines) for implementation in a time bound manner.
 - b. Plan on the proposed technologies/ methodologies that may be used to establish the ABPC with the help of prevalent international best practices and technologies so as to meet the objectives of the Bank.

The Tenderer shall submit detailed report on the above plans including drawings, designs, layouts, etc. in support of their Technical Bid.

The Tenderer would also be provided an opportunity to make presentations before the members of the Committee appointed by the Bank, as part of the evaluation of Technical Bid. A copy of the presentation shall be submitted to the Bank at the time of

presentation. The Technical Bid and Presentation would be evaluated on the criteria stipulated below-

- a) Concept and design defining near explicitly the configuration for design requirements;
- b) Granularity of data to meet different functional requirements;
- c) Amenability of the design for upgradation in terms of scalability and flexibility;
- d) Methodology to handle, store and process present and future volumes of banknotes;
- e) Specific Business Continuity Management for the facility;
- f) Substantiation for the provision of the Bank's requirements as detailed in Scope of Work along with roadmap including timelines.

3.4 Envelope III – Financial Bid: The Tenderer shall furnish financial bid in the format provided under **Section VII - Form for submission of Financial/ Price Bid.**

3.5 Each page of the tender shall be signed by person(s) on behalf of the organization having necessary authorization/ Power of Attorney to do so.

3.6 Tenderer shall not attach any other information other than the above mentioned information to be eligible for consideration for selection.

Section IV: General Instructions to Tenderer (GIT)

4.1 Introduction

This section provides the relevant information as well as instructions to assist the prospective tenderer in preparation and submission of tender. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, this set of instructions to tenderer is not intended to be complete by itself and the entire document may be thoroughly studied before filling up the tender. There would be certain topics covered in this section as well as elsewhere in the document covering conditions of contract from different perspectives. In case of any conflict between these, provisions under conditions of contract would prevail.

The Bank may in its absolute discretion and without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select, appoint a Tenderer and the Bank reserves the right to reject all or any of the Tenderer or Bids at any stage without assigning any reason.

4.2 Conflict of Interest

Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest, as mentioned below, will be disqualified. The Bank's decision in this regard will be final.

- 4.2.1** The Tenderer (including their personnel and sub-consultants) that has business or family relationship (as defined under Companies Act, 2013) with such members of the RBI Staff who are directly or indirectly involved in this project shall not be considered for selection.
- 4.2.2** A firm selected through this tender process to provide comprehensive consultancy services for the project and each of its affiliates viz. JV / consortium partners, sub-consultants, shall not be eligible in subsequent participation in the tender process (i.e. other than consulting services) for selection of vendors for implementation of the project.
- 4.2.3** Neither tenderer (including his personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature may be in conflict with another assignment of the tenderer.

4.3 Corrupt or Fraudulent practices

The Bank requires that tenderer observes the highest standards of ethics during the tender process. In pursuance of this policy, the Bank defines, for the purpose of these provisions, the terms set forth below as prohibited practices:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of any value to influence decision in matters relating to this project;

“Fraudulent practice” means a misrepresentation, suppression of facts in order to influence the selection and award of a contract to the detriment of the Bank, and includes collusive practices among Tenderers (prior to or after bid submission), designed to establish bid prices at artificially non-competitive levels and to deprive the Bank of the benefits of free and open competition;

"Collusive practice" means a scheme or arrangement between two or more Tenderers, designed to establish bid prices at artificially, non-competitive levels;

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in this tender.

4.3.1 The Bank will reject a proposal for award of work if it is determined that the Tenderer recommended for award of work was engaged in prohibited practices in competing for the work in question. The Bank’s decision will be final and binding.

4.3.2 The Bank will declare a Tenderer ineligible, either indefinitely or for a stated period of time from being awarded a contract/ contracts, if at any time it is determined that the Tenderer was engaged in prohibited practices in competing for the award of work/contract or in executing the contract. The Bank’s decision will be final.

4.4 Language of Tender

The tender submitted by the Tenderer and all subsequent correspondence and documents relating to the tender exchanged between the Tenderer and the Bank, shall be written in English language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the Tenderer in connection with its tender may be written in any other language provided the same is accompanied by English translation. For purposes of interpretation of the tender, the English translation shall prevail.

4.5 Tendering Expense

The Tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including its preparation, mailing, submission and providing of any further information, clarification, etc., if necessary, during the process. Further, the Tenderer shall also bear costs in connection with the presentation to be made before the Committee constituted by the Bank for the purpose of evaluation.

4.6 Non-Disclosure clause

4.6.1 The Tenderer shall treat all documents, information, data and communication of and with the Bank as confidential.

4.6.2 The consultant shall not, without the Bank's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings /designs furnished by or on behalf of the Bank to any person other than the person(s) employed by the firm in the performance of the work.

4.6.3 Further, any disclosure to any such person employed by the Tenderer shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.

4.6.4 The Tenderer shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the RFP except for the sole purpose of performing this RFP.

4.6.5 The Tenderer shall abide by the above Non-Disclosure clause and accordingly shall submit a Non-disclosure Agreement in **Form – I**.

4.6.6 Further, the operation of the Tenderer in Pakistan or China, if any, should be suitably firewalled from the contract/ operations with the Bank. The Tenderer shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity is engaged by the Tenderer for this project and that no Pakistan/ Chinese national or person of Pakistan/ Chinese Origin should be engaged by the Tenderer for the project. Further, the consultant shall not post an employee who has worked for this project in Pakistan or China.

4.6.7 The Tenderer shall also furnish a declaration, inter-alia, undertaking to abide by this condition in **Form - K**.

4.7 Tender Document

The relevant details of the required services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also, the standard formats to be used for this purpose are incorporated in the RFP under GIT and Conditions of Contract. The interested tenderer, before formulating the tender and submitting the same to the Bank, should read and examine all the terms, conditions, instructions etc. contained in the Tender Document. Failure to provide and/ or to comply with the required information, instructions, etc. incorporated in the Tender Document may result in rejection of the tender.

4.8 Amendments to Tender Document

4.8.1 At any time, prior to the deadline for submission of tender, the Bank may, for any reason deemed fit by it, modify the tender document by issuing suitable amendment(s) to it.

4.8.2 Such amendment/s will be hosted on the Bank's website only and the amendments will be binding on all the prospective Tenderers.

4.8.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Bank may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

4.9 Clarification on Tender Document

A tenderer requiring any clarification or elucidation on any issue relating to the Tender Document may take up the same with the Bank in writing by letter or by e-mail. The Bank will respond in writing to such requests provided the same is received by the Bank at least two days prior to the date of the Pre-bid meeting.

4.10 Pre-bid meeting

The Bank will arrange a pre-bid meeting with all the prospective Tenderers as per Schedule for Submission of RFP to clarify the details of the requirements of Selection as also any other points/ doubts. Tenderer is requested to inform the details of persons who will be attending this meeting at the email helpabpc@rbi.org.in two days before the date of meeting. A maximum of two authorised representatives from an applicant will be allowed to attend the pre-bid meeting. Such authorization letters may be emailed to the Bank for record.

The tenderer may offer comments on tentative timelines for completion of the project and milestones for payment during the meeting.

4.11 Preparation of Tender

Filling of Application Forms

- 4.11.1** All information, as called for in the enclosed forms, shall be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact shall be mentioned in the relevant column/s. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry shall be made in that column. If any particulars / queries are not applicable in case of any Tenderer, it shall be stated as 'not applicable'. The Tenderer is cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing information may result in the tender being summarily disqualified. Tenders received after the stipulated date will not be considered. The Tender shall be neatly printed.
- 4.11.2** Notice inviting Request for Proposal placed on the website and released in Newspapers, is part of this document and shall be considered and interpreted for all purposes in connection with selection of consultants. The Tenderer may furnish any additional information, which is deemed necessary to establish its capability to successfully complete this project. Superfluous information need not be furnished, and no information shall be entertained after submission of tender unless specifically called for by the Bank.
- 4.11.3** Any information furnished by any Tenderer, if found to be incorrect either immediately on opening of the tender or at a later date, shall render the Tenderer liable to be debarred from participating in this project.
- 4.11.4** The Tenderer shall submit documents as per the Checklist for Covers/ Envelope and Documents given in Section IX of the RFP.
- 4.11.5** If space in the proforma is found insufficient for furnishing all the required details, such information shall be supplemented on separate sheet/s stating therein the part of the proforma and Serial Number to which it relates. Separate Sheet/s shall be used for each part of the tender.
- 4.11.6** Any letter or document, accompanying the tender, shall be submitted only in original or in self-attested copies.
- 4.11.7** The tender to be submitted by Tenderer shall contain the forms and documents, duly filled in, as required. A list of such forms to be filled in provided in **Section IX – Checklist for Covers/ Envelope and Documents**.

4.11.8 A tender, that does not comply with any of the above requirements and/or gives evasive information/ misrepresents, suppresses information, submits reply against any such requirement, shall be liable to be rejected.

4.11.9 Tender sent by email will be rejected.

4.12 Tender currencies

The Financial/ Price Bid shall be quoted in **Indian Rupees (INR) only**. Tenders, where prices are quoted in any other currency shall be treated as unresponsive and rejected.

4.13 Tender Prices

The Tenderer shall indicate the consultancy charges in Financial/ Price Bid in connection with the comprehensive consultancy services conforming to the scope of work along with the on-site support charges for 10 years after stabilisation.

4.14 Agent

Agents are not allowed for this tender. Only the parties intending to participate in the tender can submit bids for engagement of consultant for comprehensive consultancy services for establishment of ABPC

4.15 Firm/ Fixed Price

Prices quoted by the tenderer shall remain firm and fixed for comprehensive consultancy services and on-site support rendered as outlined in Scope of work irrespective of the tenure and not subject to any variation on any account.

4.16 Alternative Tenders

Unless otherwise specified in the schedule of requirements, alternative tenders shall not be considered.

4.17 Tender Validity

4.17.1 The tenders shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty days) from the deadline for submission of RFP. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

4.17.2 In exceptional cases, the Bank may request the tenderers to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by any of the accepted modes of communications such as post, email etc. The tenderer/s, who agrees to extend the tender validity, are to extend the same without any change or modification of their original tender with suitable extension of EMD, failing which the EMD shall be forfeited by the Bank

4.17.3 In case the last date of submission of the Tender is subsequently declared a holiday or closed day for the Bank, the tender validity shall automatically be extended till the next working day.

4.18 Compliance with the Clauses of this Tender Document

Tenderer must comply with all the clauses of this Tender. In case there are any deviations, these should be listed in a tabular form without any ambiguity along with justification.

4.19 Signing and Sealing of Tender

4.19.1 An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the tender. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation, his authority, and also mention specify the capacity in which s/he is signing, such as:

Partner (s) of the firm; or Director, Manager or Secretary in case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

4.19.2 The authorized signatory of the Tenderer must sign and stamp the tender at each page.

4.19.3 The Tenderer shall submit their tenders as per the instructions contained in the tender.

4.19.4 A Tenderer shall submit one original copy of the tender. The tender shall be neatly typed and the same shall be signed by the tenderer or by the person(s) who has been duly authorized to bind the tenderer to the contract. The authorization shall be by a written power of attorney duly notarised on a stamp paper or a board resolution authorising the official to enter into a contract on behalf of the firm, which shall also be furnished along with the tender.

4.19.5 The tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if

any, shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

4.19.6 Earnest Money Deposit

The **Envelope-I** containing General Information about the Tenderer and various forms will be opened in the presence of authorized representatives of the Tenderer on the date /time specified in the Tender and verified for availability of all the documents, forms including an Earnest Money Deposit (EMD) of Rs 30,00,000/- (Rupees Thirty Lakh only) by way of NEFT/ RTGS / DD/ Banker's Cheque/ Bank Guarantee (as per Form J) issued by a Scheduled Bank in India and drawn in favour of the Reserve Bank of India, Mumbai {The tenderer shall intimate/ forward the transaction details of electronic payment, if any, on helpabpc@rbi.org.in and a copy of the receipt/ proof of payment thereof should be placed in Envelope I}. **Tenders without EMD will not be considered.**

4.19.7 The tenderer is required to seal the original tender in a large single cover. Price details should not be mentioned or hinted at in any manner in the "General Information (Envelope I)" and "Technical Details (Envelope II)". In the "Financial/ Price Bid (Envelope III)" there should not be any extra information connected with suitability of the offer.

4.20 Submission of Tender

Deadline and Address for Submission of Tender

4.20.1 Tenders shall be submitted to the address mentioned in the Schedule for Submission of RFP, by hand or through registered post or courier service so as to reach / to be delivered before the scheduled hour and date and not later than the specified time on the final date of submission, as indicated in the Schedule for Submission of RFP. In respect of tender(s) received by post or courier, the Bank shall not assume any responsibility for any delayed delivery. The Tenderer(s) may note that under no circumstances, the tender should be submitted by email at the address provided in the tender.

4.20.2 Tenders received after the deadline (i.e. scheduled hour and date) for submission of the tender shall not be considered.

4.20.3 The large cover (containing three sealed envelopes) shall be titled "RFP FOR ENGAGEMENT OF CONSULTANT FOR COMPREHENSIVE CONSULTANCY SERVICES FOR ESTABLISHMENT OF ABPC" clearly marked in English with

the name and address of the Tenderer. Such cover, if delivered by hand, shall be dropped in a drop box placed for the purpose at the address mentioned in Schedule for Submission of RFP during the office hours i.e. between 1000 hrs. (IST) and 1730 hrs. (IST) excluding Saturday, Sunday and public holidays. The tender should be submitted latest by 1500 hrs (IST) on last date of submission.

4.20.4 In the event that the specified date for submission of tender falls on/ is subsequently declared a holiday or closed day for the Bank, the tenders will be received up to the appointed time (1500 hrs IST) on the next working day.

4.20.5 The Bank may, at its discretion, extend the deadline for the submission of the tenders, in which case all the rights and obligations of the Bank and those of the Tenderers, subject to the previous deadline, shall thereafter be subject to the deadline as extended.

4.21 Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be rejected.

4.22 Alteration and Withdrawal of Tender

4.22.1 The tenderer, after submitting its tender, is permitted to alter/ modify its tender so long as such alterations/ modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations/ modifications to tenders received after the prescribed deadline will not be considered.

4.22.2 A Tenderer may withdraw its application after submission, provided that written notice of the withdrawal is duly received by the Bank before the scheduled hour and date for submission of the tender. In case a Tenderer wants to resubmit the tender, he shall submit a fresh tender following all the applicable conditions.

4.22.3 The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by the authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

4.22.4 Should any Tenderer choose to withdraw the proposal/s after scheduled hour and date of submission of the tender and before sign-off of the contract with the consultant, the EMD shall be forfeited to the Bank at its sole discretion. However, the EMD, without any interest, shall be refunded to all the unsuccessful Tenderers only after receiving Performance Bank Guarantee from the successful consultant.

4.22.5 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period.

4.23 Right to accept / reject any or all tenders

The Bank reserves the right to accept or reject any or all the tenders and to annul the qualification process, at any time without any liability or any obligation for such acceptance, rejection or annulment. The Bank's decision in the matter will be final.

4.24 Attachments

4.24.1 Tenderer shall attach clearly marked and referenced continuation sheets in the event that the space provided in the tender is found insufficient.

4.24.2 In responding to the tender, the Tenderer shall demonstrate their capabilities in relation to the requirements of the project/work as envisaged, by providing materials/information based on their experience, past performance, their personnel and financial resources.

4.24.3 It is expressly clarified that before submitting the tender, the Tenderer must have examined carefully the contents of all the documents and any failure to comply with any of the requirement of the tender will be at the Tenderer's risk only.

4.25 Tender Opening

The Bank will open the tenders at the specified date, time and at the specified place mentioned in the Schedule for submission of RFP. In case the specified date of tender opening is subsequently declared a holiday or closed day for the Bank, the tenders will be opened at the appointed time and place as may be conveyed to them in this regard.

4.26 A maximum of two authorized representatives of the tenderer, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority (Section VIII) from the corresponding tenderer. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderer' names and addresses.

4.27 As the tender involves a two bid system, the Technical bids (envelopes I & II) will be opened at the prescribed time and date. Envelope II shall be opened subject to submission of EMD in envelope I. The Technical bid shall be

scrutinized and evaluated by a Committee constituted by the Bank with reference to parameters prescribed in the tender document (including presentation of the Technical details). Thereafter, the financial bids shall be opened for scrutiny and evaluation, for the tenders securing minimum qualifying marks in the technical bid.

Scrutiny and Evaluation of Tender

4.28 Basic Principle

4.28.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document and the supporting documents submitted. The tender which does not meet all the requirements of the tender shall be liable to be rejected and the Bank's decision will be final.

4.28.2 The Tenderer is advised that the selection of the Consultant for this Project shall be entirely at the discretion of the Bank. The Tenderer shall be deemed to have understood and agreed that no explanation or justification of any aspect of the tender process shall be given by the Bank and that the results of the tender process shall be without any right of appeal to the Tenderer, whatsoever.

4.28.3 All documents and other information (including presentation of the Technical details), submitted by a Tenderer to the Bank shall become the property of the Bank. The Tenderer shall treat all information (which they gather in connection with this project) as strictly confidential. The Bank shall not return any tender document submitted to it by the Tenderer.

4.29 Preliminary Scrutiny of Tenders

The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and rejected.

4.29.1 The following are some of the important aspects, for which a tender may be declared unresponsive and/ or rejected -

- i. Tender is unsigned.
- ii. If a firm, including a Consortium partner, submits or participates in more than one tender,
- iii. Tenders submitted after the due date and time (late submissions)
- iv. Incomplete tenders
- v. Tenders with Counter Conditions
- vi. Price indication as part of Technical Bid (Envelope I & II)
- vii. Tenders not in line with the Guidelines for submitting the RFP

- viii. If, tenderer recommended for award of work was engaged in prohibited practices in competing for the work in question
- ix. Failure to provide and/ or to comply with the required information, instructions, etc. incorporated in the Tender Document
- x. Tender sent by email
- xi. Tender quoted in currency other in INR
- xii. Tender valid for a period less than the tender validity specified in this document
- xiii. Tender which does not meet all the requirements of the tender
- xiv. If the tenderer does not reply to the observations/ comments/ clarifications of the bank by the specified date or gives evasive reply without clarifying the point at issue in clear terms
- xv. If, the tenderer does not agree to the observation of the Bank, regarding any arithmetical discrepancy (discrepancy in price) in a tender, which is conveyed by the Bank to the tenderer in writing.
- xvi. Tenderer who do not score the minimum qualifying marks in technical evaluation.
- xvii. Change of terms and conditions and technical deviations, if any, found in Technical or Financial Bid of the tender.
- xviii. Attempt to influence the Bank's decision on scrutiny, comparison, evaluation and award of the contracts
- xix. On grounds of National Security
- xx. Serious misdemeanours
- xxi. If the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4.29.3 Minor Irregularity/ Non-Conformity

Minor irregularity can be defined as irregularity/ non-conformity which is not having any material impact on the tender and that such discrepancy will not result in non-compliance with eligibility criteria and/ or evaluation of technical and/or price bid.

If during the preliminary examination, the Bank finds any minor irregularity and/ or non-conformity in a tender, the Bank may waive the same provided it does not constitute any material deviation and financial impact on the tender and, also, does not prejudice or affect the ranking order of the tenderer. Wherever necessary, the Bank will convey its observation on such 'minor' issues to the tenderer by registered/ speed post/email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender may be liable to be rejected.

4.30 Discrepancy in Prices

4.30.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

4.30.2 If, as per the judgment of the Bank, there is any such/ arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post/e-mail. If the tenderer does not agree to the observation of the Bank, the tender is liable to be rejected.

4.31 Clarification of Bids

4.31.1 RBI shall not be under any obligation to seek any further information or clarifications from any Tenderer. However, during evaluation and comparison of bids, without prejudice to the above, the Bank may, at its discretion ask the Tenderer for clarification of its bid. The clarification should be received within the time specified from the Tenderer from date of issue of such request by the Bank. The request for clarification shall be in writing and no change in prices of the bid shall be sought, offered or permitted.

4.31.2 If a Tenderer does not provide clarifications by the date and time as specified in the Bank's request for clarification, its tender shall be liable to be rejected.

4.31.3 It is clarified that Tenderer shall not be required to submit on their own, additional information or materials subsequent to the date of submission and such materials, if submitted, shall not be considered. It is therefore, essential to ensure that all questions/ queries are answered fully in the proforma or otherwise. The pages of the tender, its annexure and additional information (all taken together shall be considered as the tender), shall be numbered sequentially and signed. General responses such as "included in brochure" without specific item reference, are to be avoided.

4.32 Tenderer's capability to perform the contract

The Bank, through the process of tender scrutiny and tender evaluation, will determine to its satisfaction that the Highest Final Marks Scorer tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. The above mentioned determination will, inter-alia, take into account the tenderer's financial and technical capabilities for satisfying all the requirements of the Issuer as incorporated in the tender document. Such determination will be based upon scrutiny and examination of relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the Bank.

Evaluation Process

4.33 General Information

The envelope I containing General Information about the Tenderer and various forms will be opened in the presence of authorized representatives of the Tenderer on the date /time specified in the Tender and verified for availability of all the documents, forms including an Earnest Money Deposit (EMD) of Rs 30,00,000 (Rupees Thirty Lakh only) by way of NEFT/ RTGS / DD/ Banker's Cheque/ Bank Guarantee (as per Form J) issued by a Scheduled Bank in India and drawn in favour of the Reserve Bank of India, Mumbai {The tenderer shall intimate/ forward the transaction details of electronic payment, if any, on helpabpc@rbi.org.in and a copy of the receipt/ proof of payment thereof should be placed in Envelope I} Tenders without EMD will not be considered.

4.34 Technical Details

4.34.1 The envelope II containing Technical Details will be opened in the presence of authorized representatives of the Tenderer on the date /time specified in the Tender Document.

4.34.2 A two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to the opening of the financial bids of the Tenderer meeting the Bank's requirements in this regard.

4.34.3 The Tenderer, in addition to the above submission of documents, will be called upon to make presentations in Mumbai, for about an hour before members of the Committee constituted by the Bank with a view to provide an opportunity to the Tenderer to present their ideas/ approach towards the proposed consultancy work in detail. The date, time and venue for the presentations would be notified to the Tenderer upon receipt of tender documents and conclusion of preliminary scrutiny. The presentations may, inter-alia, cover the following aspects -

- i. Company profile in brief
- ii. Past projects of Automated Cash Centres
- iii. Presentation on the Technical Bid

The Technical Bid and Presentation would be evaluated on the criteria stipulated below-

- a) Concept and design defining near explicitly the configuration for design requirements;
- b) Granularity of data to meet different functional requirements;
- c) Amenability of the design for upgradation in terms of scalability and flexibility;

- d) Methodology to handle, store and process present and future volumes of banknotes;
- e) Specific Business Continuity Management for the facility;
- f) Substantiation for the provision of the Bank's requirements as detailed in Scope of Work along with roadmap including timelines.

4.34.4 The members of the Committee constituted by the Bank, would evaluate the Technical bids and the presentations and rate each presentation/ bidder. A maximum of 70 marks shall be assigned to the technical bids (including presentation).

The General Information and Technical Bid would be evaluated on the basis of the following –

Sr.	Parameters for evaluation	Marks allotted				
1	<p>The Tenderer's compliance with submission of necessary documents – Documents in support of consultancy projects completed (Work Orders and/ or Completion Certificates and /or Client Certificates) – (10 marks)</p> <table border="1" data-bbox="371 1021 1114 1742"> <tr> <td data-bbox="371 1021 738 1272">Each mutually exclusive Set of not more than three projects taken together covering all Trades</td> <td data-bbox="738 1021 1114 1272">5</td> </tr> <tr> <td data-bbox="371 1272 738 1742">Projects other than the above projects where all Trades are not demonstrated</td> <td data-bbox="738 1272 1114 1742"> Pro-rata Marks for each trade demonstrated in the project. E.g. For one project if only one skill set – 1/5 Combination of two trades – 2/5 Combination of three trades – 3/5 Combination of four trades – 4/5 </td> </tr> </table> <p>Notes: Subject to a max of 10 marks As detailed in Form B</p>	Each mutually exclusive Set of not more than three projects taken together covering all Trades	5	Projects other than the above projects where all Trades are not demonstrated	Pro-rata Marks for each trade demonstrated in the project. E.g. For one project if only one skill set – 1/5 Combination of two trades – 2/5 Combination of three trades – 3/5 Combination of four trades – 4/5	10
Each mutually exclusive Set of not more than three projects taken together covering all Trades	5					
Projects other than the above projects where all Trades are not demonstrated	Pro-rata Marks for each trade demonstrated in the project. E.g. For one project if only one skill set – 1/5 Combination of two trades – 2/5 Combination of three trades – 3/5 Combination of four trades – 4/5					
2	<p>Consultancy assignments (completed or ongoing) for Automated Cash Centre (5 marks) Criteria –</p> <p>1.One consultancy assignment – 2 marks</p>	5				

- iii. This contract is for rendering comprehensive consultancy services to the Bank for the purpose/s indicated in the scope of work. Accordingly, the Tenderer shall quote consultation charges and on-site support charges for the services.
- iv. The consultancy charges quoted for providing comprehensive consultancy services shall be deemed to be on **all-inclusive basis** (excluding Indian Statutory Taxes) along with the on-site support charges for 10 years after stabilisation. However, such taxes may be indicated (not considered for evaluation) separately in Form for submission of Financial / Price Bid given in this document. Taxes as applicable will be deducted at source, if required under the Indian laws and a certificate to this effect will be issued.
- v. Change of terms and conditions and technical deviations, if any, found in Technical or Financial Bid of the tender will not be taken into account and the tender will be taken as null and void and rejected.
- vi. The consultancy charges shall be firm and binding without any escalation whatsoever till the delivery of the final milestone as described under para 5.8.
- vii. The tenderer would have to quote annual charges for providing on-site support for 10 years after stabilization of the ABPC and renewal of the rates for on-site support shall be worked out as per the following formula:

$$A_C = \frac{A_P}{100} (15 + 85 \times \frac{W_{I_C}}{W_{I_P}})$$

A_C = The rate for the current year.
 A_P = The rate for the previous year.
 W_{I_C} = Consumer Price Index for industrial workers (Jaipur) 6 months prior to commencement date of contract for the current year.
 W_{I_P} = Consumer Price Index for industrial workers (Jaipur) 6 months prior to commencement date of contract for the previous year.

4.36 Evaluation of Tender

4.36.1 The financial bids of the tenders will be evaluated based on Total cost of ownership (**TCO**) by using Net Present Value (NPV) method. Calculation of total cost of ownership shall include the following:

- a. The consultancy charges (**C**) quoted for the consultancy services and
- b. NPV of annual charges (**R**) for on-site support at ABPC, during the period of 10 years from the date of stabilisation of the facility.

For arriving at the NPV of the annual charges for on-site support, a multiplication factor (**G**) will be computed as per the following parameters:

(a)	Discount factor	8% per annum
(b)	Annual Escalation in the quoted rate per annum for R (on-site support) after completion of first year from stabilisation	5% per annum
(c)	Period	10 years
(d)	Payment terms of on-site support	Quarterly payment after satisfactory completion of the service

Total Cost of Ownership, TCO = C +G*R

(G = 8.425)

The total cost of ownership (TCO) shall be worked out as above and will be reckoned as the financial bid.

Note: The Bank shall pay only the quoted rate of the on-site support during the currency of the committed contract period of 10 years subject only to escalation formulae indicated in the tender.

4.36.2 The lowest cost (L1) of RFP will be calculated based on 70% technical evaluation and 30% financial bid. The final marks scored by various participating firms shall be worked out as under:

$FMS(x) = 0.70 * TBM(x) / THM + 0.30 * FLB / FBA(x)$ where

FMS(x) = Final Marks scored by the participant (x)

TBM(x) = Marks scored in Technical Bid by the participant (x)

THM = Highest Marks scored in Technical Bid by any participant

FLB = All-inclusive lowest amount (TCO) quoted in Financial Bid by any participant

FBA(x) = All-inclusive amount (TCO) quoted in Financial Bid by the participant (x)

The firm securing the Highest Final Marks Scored (FMS) will be issued Letter of Intent (LOI) for acceptance of the offer.

4.37 Cartel Formation/ Pool Rates

Cartel formation or quotation of Pool/ Co-ordinated rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanour and would be dealt with accordingly.

4.38 It will be treated as a serious misdemeanour in case a tenderer attempts to influence the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Bank.

Award of Contract

4.39 The Bank's Right to Accept any Tender and to Reject any or All Tenders

The Bank reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer(s).

4.40 National Security Considerations

The Bank also reserves its right to summarily reject offers received from any Tenderer, on grounds of National Security.

4.41 Award Criteria

The contract will be awarded to the Highest Final Marks Scoring tenderer decided by the Bank in terms of the tender.

4.42 Serious Misdemeanours

4.42.1 Following would be considered serious misdemeanours:

- i. Submission of misleading/ false/ fraudulent information/ documents by the tenderer in their bid
- ii. Violation of Code of Ethics laid down in Conditions of Contract.
- iii. Cartel formation or quotation of Pool/ Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002 and as amended thereafter.
- iv. Attempts to influence the Bank's decisions on scrutiny, comparison, evaluation and award of Tender.
- v. Breaches of any of the provisions of the pre-bid/ Pre-contract Integrity Pact by the Tenderer or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer).

4.42.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, the Bank would ban/ blacklist Tenderer committing such misdemeanour, including declaring them ineligible to be awarded the contracts for indefinite or for a stated period.

4.43 Notification of Award

4.43.1 The Bank will notify through **Letter of Intent (LOI)** the successful tenderer in writing through letter/ email that its tender for comprehensive consultancy services, has been accepted, also briefly indicating therein the essential details regarding comprehensive consultancy services and corresponding prices accepted. The successful Tenderer shall confirm acceptance of the terms and conditions of LOI, within 7 days from the date of LOI.

4.43.2 The successful Tenderer shall enter into an agreement/sign a contract with the Bank, generally within twenty-one (21) days from the date of LOI.

4.43.3 The Contract shall come into effect from the date of issuance of LOI to the successful Tenderer.

4.44 Signing of the Contract

4.44.1 Signing of the Contract, shall generally be held in the office of the Bank at a time and date as may be agreed mutually by the Bank and the consultant. The consultant may note that the Bank reserves the right to include/modify, amend terms and conditions in the Contract, to be executed, in mutual consultation with the successful bidder.

On signing of contract by both the parties, the Consultant, will arrange to register the Contract as per the appropriate value, as applicable. Registration charges along with Stamp duty will be paid by the consultant as per applicable rates.

4.44.2 Performance Bank Guarantee (PBG) towards Performance Security

(i) The consultant shall furnish to Bank towards performance, a bank guarantee (BG) for an amount of 7% of the total consultancy charges excluding on-site support, in accordance with the provisions of Conditions of Contract. The BG has to be from a scheduled commercial bank based in India. The format for the BG shall be as per **Form – L** provided in this RFP. The performance BG shall be furnished at the time of signing the contract. The performance bank guarantee should be valid up to six (6) months beyond the stabilisation period.

PBG will be returned not before six months after stabilisation period and on compliance of all contract provisions (other than on-site support), subject to submission of PBG towards on-site support as stated in 4.44.2.(ii) below.

(ii) A separate PBG towards on-site support for a period 10 years for a value of 25% of the annual on-site charges shall be furnished by the Consultant immediately after the stabilisation period. The tenderer shall ensure that the value of the PBG for on-site support is maintained at 25% of Annual on-site

charges at all times during the currency of the contract. The said PBG shall be returned after completion of 10 years of on-site support subject to compliance of all contractual obligations towards On-Site Support.

In case of non-performance or unsatisfactory performance of the contract or breach of Integrity Pact, the applicable PBG shall stand forfeited in favour of the Bank.

4.44.3 Insurance

The consultant shall indemnify and keep the Bank indemnified against all risks during the entire period of implementation of the project against any claims, demands, actions for proceedings that may be made or initiated against the Bank or that may be suffered by the Bank by reason of anything done by the consultant pursuant to any work done by them towards the project.

Before commencing establishment of ABPC and on-site support, it shall be obligatory to the consultant to obtain at his cost, all necessary and relevant insurance cover for appropriate value and which shall remain valid till end of stabilisation period and on-site support respectively, for the requirements, such as, but not limited to:

- a. Accident/s to staff, engineers, consultants, supervisors and others
- b. Professional Liability Insurance for all professionals like Architects, Structural Consultants, Electrical Consultants, automation consultants etc. who shall be engaged by the Consultant for designing the ABPC.

The above mentioned policies shall be in joint names mentioning the Bank's name first and a copy of the same shall be submitted to the Bank before commencement of execution of work. No adjustments in the consultancy charges or on-site support charges shall be made for providing insurance.

4.44.4 Professional Indemnity Bond:

The consultant shall, at the time of signing the contract, submit a signed Professional Indemnity Bond covering the design of the ABPC for a value equal to 100% of the Consultancy charges. This Bond shall be valid up to the service life of the facility. A format of the bond is provided in **Form M**.

4.44.5 Proof Checking

The Bank shall have the right to get the designs and project report proof checked by a proof consultant to be selected by the Bank as may be decided in this regard. Further, the Bank shall also have the right to randomly proof check the various stages of execution either directly or through its representatives. All

the details shall be made available to the Bank/ its representatives/ proof consultant on time. In case the designs/ any component of the project report/ any deficiency or deviation found during the random check, need to be modified or corrected, the same shall be carried out by the consultant at his own cost without demur.

4.44.6 Security Deposit

An amount of 5% of the bill value will be deducted and kept towards security deposit from all the bills. This security deposit will be released on completion of stabilisation period without interest.

4.44.7 Timing of Payments:

- i) **Interim Payments:** The consultant shall raise invoices based on the milestones.
- ii) **Final payment of consultancy charges:** The consultant shall raise invoice after the stabilisation period.

4.44.8 Liquidated Damages: In case of any delay in submission of the project report or completion of construction or commissioning/ Go-live of the project (as per master control chart finalised in the project report), liquidated damages @ 0.25% of the consultancy charges may be levied for each week of delay, subject to a maximum of 10% of the consultancy charges (except on-site support). The liquidated damages may be deducted from consultancy charges due at any of the aforementioned stages and may be reviewed at the time of commissioning/ Go-live.

4.45 Delivery terms

The consultant shall ensure submission of project report as per the time lines stipulated in the RFP (within 4 months from date of issue of LOI) and completion of the work shall be strictly in accordance with the master control chart/ time schedule given by the consultant in the Project report accepted by the Bank. This time schedule will be treated as binding and will be part of the contract.

4.46 Integrity Pact

Tenderer shall note that the pre-contract integrity pact as per **Form - H** will have to be submitted by them along with the bid and the same will be valid for the tenure of the contract and extension of the contract, if any, thereafter.

4.47 Tenderer shall provide the contact details and address for communication including email address, wherever applicable.



Section V: Conditions of Contract

Definitions, Interpretation and Abbreviations:

The terms in the contract, unless the context otherwise requires shall have the following meanings:

5.1 Definitions and Interpretation:

- i. "Contract" means the letter or memorandum communicating to the Tenderer the acceptance of this tender and includes "Notification of Award" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderer, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Tenderer, other mutually agreed terms and conditions, and a formal agreement entered between RBI and the Consultant,;
- ii. "Tenderer" means the entity intending to offer comprehensive consultancy services.
- iii. "Government" means the Government of India or a State Government as the case may be;
- iv. "The Bank's Officer" means the officer signing the acceptance of tender and includes any officer who has been authorised to execute the relevant contract on behalf of the Bank;
- v. "The Bank" means – Reserve Bank of India (RBI);
- vi. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- vii. "Writing" or "Written" includes matter either in whole or in part or printed under or over signature or seal, as the case may be.
- viii. Words in the singular include the plural and vice-versa.
- ix. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

- x. The heading of these conditions shall not affect the interpretation or construction thereof.
- xi. PARTIES: The parties to the contract are the "Tenderer" and "the Bank", as defined above;
- xii. "Tender" means quotation/ bid received from a firm
- xiii. "Services" means services allied and incidental to the comprehensive consultancy services/process covered under the contract.
- xiv. "Day" means calendar day.
- xv. "Effective date" means date of issuance of Letter of Intent (LOI) to the successful tenderer.
- xvi. "Duration of the contract" means the period from the date of issuance of LOI until satisfactory completion/ commissioning and stabilisation of the project consistent with the scope of work and the period of on-site support.
- xvii. "Stabilisation" means period of one year after commissioning/ Go-live of the project.

5.2 Tender

5.2.1 The Conditions of Contract incorporated in this section shall be applicable for this comprehensive consultancy services.

5.2.2. In addition to the same, following conditions will also be applicable and would be considered as part of the contract:

- i. Tenderer's Tender Submissions including Revised Offer during Negotiations if any
- ii. Conditions in other parts of the Tender Documents/ RFP
- iii. Notification of award and Contract Documents
- iv. Subsequent Amendments to the Contract

5.2.3. The applicable laws governing the conditions of contract are the laws of India.

5.3 Use of contract documents and information

5.3.1 The Tenderer/ consultant shall not, without the Bank's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Bank in connection therewith, to any person other than the person(s) employed by the

Tenderer in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

5.3.2 Further, the Tenderer/ consultant shall not, without the Bank's prior written consent, make use of any document or information mentioned in this conditions of contract except for the sole purpose of performing this contract.

5.3.3 Except the agreement entered into by the Bank and the consultant, each and every other document mentioned above shall remain the property of the Bank and, if advised by the Bank, all copies of all such documents shall be returned to the Bank on completion of the performance and obligations under this contract.

5.4 Terms of Delivery

The consultant shall ensure submission of project report as per the time lines stipulated in the RFP (within 4 months from date of issue of LOI) and completion of the work shall be strictly in accordance with the master control chart/ time schedule given by the consultant in the Project report accepted by the Bank. This time schedule will be treated as binding and will be part of the contract. The final time will be as per the Project Report accepted by the Bank.

5.5 Deployment of Key Personnel and other qualified and experienced staff

The consultant shall deploy key personnel and other qualified and experienced staff as part of the project team. Such Key Personal shall possess experience of at least 10 years in Logistics, Automation or Project Management. Experience of consultancy/ establishment of an Automated Cash Centre would be an advantage.

5.5.1 Obligation of the consultant

A. The consultant shall on a best effort basis not make any changes to the Key Personnel and not require or request the Key Personnel to cease or reduce his or her involvement in the provision of the services during the term to maintain continuity, unless that the person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or without the Bank's prior written consent

B. Replacement of Key Personnel –

a. In case any key personnel resigns, then the consultant has to inform the Bank within one week of such resignation. The consultant shall promptly provide a replacement to ensure that the role of the key personnel is not vacant at any

point in time during the contract period, subject to reasonable extensions requested by the consultant and approved by the Bank.

b. Before assigning any replacement member of the key personnel to the provision of the services, the consultant shall provide the Bank with the curriculum vitae and any other information about the candidate that is reasonably requested by the Bank.

c. The consultant has to provide replacement resource of equal or better qualification and experience. If the Bank objects to the appointment, the consultant shall not assign the individual to that position and shall seek an alternative candidate in accordance with this provision.

d. The consultant has to ensure sufficient overlap period in such replacements and knowledge transition. The Bank will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost because of replacement – this cost has to be incurred by the consultant only.

e. The consultant has to ensure suitable replacement for personnel deployed for critical tasks during their leave. The Bank reserves the right to claim the compensation for any damages accruing to the project completion / execution / progress from the absence of the Key Personnel.

5.6 Change of Management/ Control

In the event of a Change of Management/ Control of the tenderer at any stage after submission of the bid and during currency of the contract, if awarded, the tenderer shall promptly notify the Bank of the same.

5.7 Assignment/ Sub-contracting

The consultant shall not assign/ sub-contract, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Bank's prior written permission.

5.8 Modification of contract

5.8.1 The Parties may, if necessary, within the general scope of contract, on mutually agreed terms and conditions, amend the following terms of the contract -

i. Additional time for submission of the project report,

- ii. Additional time for satisfactory implementation / execution of the project and
- iii. Any other area(s) of the contract, as felt necessary by the Bank depending on the merits of the case.

The modifications to the contract shall be in writing and in the mode and manner as mutually decided by the parties.

5.8.2 In the event of any such modification/ alteration causing increase or decrease in the efforts / man days or in the time required by the Consultant to perform any obligation under the contract, an equitable adjustment shall be made in the contract delivery period, as the case may be and the contract amended accordingly. However, this being a Fixed Price tender, contract price would not be amended / increased.

5.9 Consultancy charges

The Tenderer shall quote for comprehensive consultancy services in terms of the contract on an **all-inclusive basis** (excluding Indian Statutory Taxes) along with separate on-site support charges for 10 years after stabilisation. However, such taxes are to be indicated (not considered for evaluation) separately in form for submission of Financial/ Price Bid given in this document. Further, the consultation charges quoted shall remain fixed for the entire duration of the contract and shall not be revised due to any delay in completion of the project i.e. delay either by the consultant or by the vendor/s engaged or due to force majeure or any delay caused in completion of the project beyond the control of the Bank, etc. The tenderer may also note that the personnel for providing on-site support shall be deputed at the facility upon commencement / during stabilisation of the facility.

5.10 Following general conditions will apply for payment to the tenderer.

- i. The payment shall be made in the currency authorized in the contract i.e. in Indian Rupees (INR).
- ii. The release of payment to the consultant will be linked to completion of the following milestones subject to the successful delivery as under:

Milestones	Delivery Terms	Payment Terms
	Part I - Project Report	
Milestone I	Submission of the Project Report consisting of all the deliverables as defined in the scope of work	7% of the consultancy charges
	Validation of the Project Report	2% of the

		consultancy charges
	Final Approval of Project Report by the Bank	1% of the consultancy charges
	Part II - Planning	
Milestone II	Finalisation of detailed architectural drawings, building layout plans, security systems and Automation systems	3% of the consultancy charges
	Obtaining approvals as per rules and regulations (local bye-laws, environmental clearances, statutory requirements etc.)	3% of the consultancy charges
	Preparation of RFP, tender documents, bill of quantities etc. and invitation of competitive tenders	2% of the consultancy charges
	Engagement of civil /electrical contractors	2% of the consultancy charges
	Construction	
Milestone III	Construction of the building of the ABPC and development of amenities / facilities	
	(a) Completion of foundation	2% of the consultancy charges
	(b) Completion of structure	3% of the consultancy charges
	(c) Completion internal works & services	3% of the consultancy charges
	(d) Completion of peripheral area facilities	2% of the consultancy charges
	(e) On receipt of Occupation Certificate / Completion Certificate / all other approvals from the concerned local / statutory authorities	5% of the consultancy charges
	Systems & Automation	
Milestone IV	Engagement of all the vendors for all the trades (other than civil and electrical required for building) required for completion of ABPC (automation, security systems etc.)	5% of the consultancy charges
Milestone V	Installation and testing of material handling / logistics systems	7.5% of the consultancy

		charges
Milestone VI	Installation and testing of IT/ communication and security systems	7.5% of the consultancy charges
Milestone VII	Integration of the material handling system with the IT / communication and security systems	10% of the consultancy charges
Milestone VIII	Completion of running tests for an agreed period of all the systems within the ABPC under simulated environment including simulated accounting of the transactions to the satisfaction of the Bank (with dummy notes and note boxes); identification and elimination of defects therein	10% of the consultancy charges
Milestone IX	Completion of running tests involving all the stakeholders i.e. printing press, IOs, CCs, CITs / transport contractors, etc. to the satisfaction of the Bank; identification and elimination of defects therein	10% of the consultancy charges
Milestone X	Preparation of comprehensive operating manual / BCM, creation of DR site for the systems, testing of DR site, Completion of training to the staff employed by the Bank / outsourced agencies / IT / security agencies, etc.	5% of the consultancy charges
Milestone XI	Go live of the operations at the centre, stabilisation of the operation for one year	10% of the consultancy charges – 5% upon Go-live of the operations and 5% upon completion of stabilisation period.

- iii. The consultant shall send the original invoice for payment in writing, when contractually due, along with relevant documents, if any, duly signed with date.
- iv. While claiming payment, the consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the consultant for claiming that payment have been fulfilled as required under the contract.

5.11 Security Deposit

An amount of 5% of the bill value will be deducted and kept towards security deposit from all the bills. This security deposit will be released on completion of stabilisation period without interest.

5.12 Timing of Payments:

- i) **Interim payments:** The consultant shall raise invoices based on the milestones.
- ii) **Final payment of consultancy charges:** The consultant shall raise invoice after the stabilisation period.

5.13 Liquidated Damages:

In case of any delay in submission of the project report or completion of construction or commissioning/ Go-live of the project (as per master control chart finalised in the project report), liquidated damages @ 0.25% of the consultancy charges may be levied for each week of delay, subject to a maximum of 10% of the consultancy charges (except on-site support). The liquidated damages may be deducted from consultancy charges due at any of the aforementioned stages and may be reviewed at the time of commissioning/ Go-live.

5.14 Performance Bank Guarantee (PBG) towards Performance Security–

5.14.1 The consultant shall furnish to Bank towards performance, a bank guarantee (BG) for an amount of 7% of the total consultancy charges excluding on-site support. The BG has to be from a scheduled commercial bank based in India. The format for the BG shall be as per **Form – L** provided in this RFP. The performance BG shall be furnished at the time of signing the contract. The performance bank guarantee should be valid up to six (6) months beyond the stabilisation period.

PBG will be returned not before six months after stabilisation period and on compliance of all contract provisions (other than on-site support), subject to submission of PBG towards on-site support as stated in 5.12.2 below.

5.14.2 A separate PBG towards on-site support for a period 10 year for a value of 25% of the annual on-site charges shall be furnished by the Consultant immediately after the stabilisation period. The tenderer shall ensure that the value of the PBG for on-site support is maintained at 25% of Annual on-site charges at all times during the currency of the contract. The said PBG shall be returned after

completion of 10 years of on-site support subject to compliance of all contractual obligations towards On-Site Support.

In case of non-performance or unsatisfactory performance of the contract or breach of Integrity Pact, the applicable PBG shall stand forfeited in favour of the Bank.

5.15 Insurance

The consultant shall indemnify and keep the Bank indemnified against all risks during the entire period of implementation of the project against any claims, demands, actions for proceedings that may be made or initiated against the Bank or that may be suffered by the Bank by reason of anything done by the consultant pursuant to any work done by them towards the project.

Before commencing establishment of ABPC and on-site support, it shall be obligatory to the consultant to obtain at his cost, all necessary and relevant insurance cover for appropriate value and which shall remain valid till end of stabilisation period and on-site support respectively, for the requirements, such as, but not limited to:

- a) Accident/s to staff, engineers, consultants, supervisors and others
- b) Professional Liability Insurance for all professional like Architects, Structural Consultants, Electrical Consultants, automation consultants etc. who shall be engaged by the Consultant for designing the ABPC.

The above mentioned policies shall be in joint names mentioning the Bank's name first and a copy of the same shall be submitted to the Bank before commencement of execution of work. No adjustments in the consultancy charges or on-site support charges shall be made for providing insurance.

5.16 Professional Indemnity Bond

The consultant shall, at the time signing the contract, submit a signed Professional Indemnity Bond covering the design of the ABPC building for a value equal to 100% of the Consultancy charges. These Bond shall be valid up to the service life of the facility. A format of the bond is provided in **Form M**.

5.17 Proof Checking

The Bank shall have the right to get the designs and project report proof checked by a proof consultant to be selected by the Bank as may be decided in this regard. Further, the Bank shall also have the right to randomly proof check the various stages of execution either directly or through its representatives. All the details shall be made available to the Bank/ its representatives/ proof

consultant on time. In case the designs/ any component of the project report/ any deficiency or deviation found during the random check, need to be modified or corrected, the same shall be carried out by the consultant at his own cost without demur.

5.18 Delay in the consultant's performance

5.18.1 The time for and the date specified in the contract or as extended for completion of the work shall be deemed to be the essence of the contract and the consultant shall complete the work under the contract within the time schedule specified and agreed mutually by both the parties.

5.18.2 Subject to the provisions in Conditions of the Contract, any unexplained delay by the consultant in maintaining its contractual obligations towards performance of the contract shall enable the Bank to terminate the Contract for default and initiate all measures at its disposal.

5.18.3 If at any time during the currency of the contract, the consultant encounters conditions hindering timely delivery of the consultancy services, the consultant shall promptly inform the Bank in writing about the same and its likely duration and make a request to the Bank for extension of the delivery period accordingly. On receiving the consultant's communication, the Bank shall examine, at its discretion and may agree to extend the delivery period.

5.19 Management of changes/ variations

5.19.1 Given the complexity involved in establishment of ABPC and the fact that some of the requirements may evolve during the implementation stage, the Bank recognizes that changes / variations (addition, deletion, modification and deferrals) may be required after preparation of Project Report and during its implementation stage. The Bank also recognizes that these changes may require modifications in the project report and consequently in infrastructure, machinery, software, tools, systems and processes, etc.

5.19.2 The tenderer is required to work in consultation with the Bank to ensure that all changes are discussed, managed, and implemented in a constructive manner.

5.19.3 The tenderer, if awarded with the contract, will not only be responsible for providing comprehensive consultancy services for establishment of ABPC but will also be responsible for its establishment, operationalization, stabilization and on-site support. This includes responsibility to implement upgrades, enhancements, extensions and other changes to the project design, underlying infrastructure, systems and processes, implementation schedule / plan, software tools, etc. in order to establish ABPC. It is important that the above changes are executed in a standardized and controlled manner in order to mitigate the risk of

interruptions to the establishment of ABPC and to maintain a repository of knowledge about the current and the changed configurations as well as status of the above processes and systems at all times. Minor changes will not be considered under variation. Further, charges for variation shall be paid / adjusted (deducted) based on break up of milestones in the accepted / approved project report on mutual agreement. However, the Bank's decision in this regard will be final.

5.19.4 Purpose and Objective

The purpose of the Change Management is to control, manage changes in the solution proposed in the project report and related implementation strategies / plan of the ABPC until commissioning and its stabilisation. The change management has the following objectives:

- a. To protect the project design, implementation plan, systems & processes and the final outcome from uncontrolled changes.
- b. To minimize unintended effects during the implementation of necessary changes.
- c. To avoid implementation of any changes which are not reviewed, approved or analyzed.
- d. To control the impact of changes and minimize the effect on effective as well as efficient service delivery.

5.19.5 The tenderer will implement a Change Control System that will facilitate and maintain all records pertaining to Change Management and Control.

5.19.6 The change management will be done in mutual consultation with the selected tenderer/ consultant.

5.20 Custody and Return of the Bank's Materials/ Documents issued to consultant

Documents/ material issued, if any, to the consultant in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by the Bank.

5.21 Intellectual Property Rights

5.21.1 All rights pertaining to any intellectual property generated/ created/ invented in the due course of the project, shall vest with the Bank.

5.21.2 In this sub-clause, “Infringement” means an infringement (or allegation of infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the consultancy and “claim” means a claim (or proceedings pursuing the claim) alleging an infringement. The consultant shall indemnify at its own cost and expenses and hold the Bank harmless against and from any other claim which arises out of or in relation to the design, layout, drawings, details provided in the project report, etc.

5.22 Rescinding of Contract

5.22.1 The Bank reserves the right to rescind the contract for any reasons the Bank may deem fit, at any time, by way of serving a written notice on the Consultant.

5.22.2 The milestone which is complete and ready for delivery and performance, within thirty days after the consultant’s receipt of the notice, may be accepted by the Bank in accordance with the contract terms, conditions and prices.

5.22.3 If the project report is not accepted or not considered for implementation by the Bank at its sole discretion for any reason whatsoever, the consultant’s work may not be continued with. The consultant will be paid for the work done till that stage of the consultancy assignment.

5.23 Termination of Contract

5.23.1 The Bank, without prejudice to any other contractual rights and remedies available to it, may, by written notice terminate the contract, in whole or in part, if the consultant fails to deliver or fails to perform all or any of the contractual obligation(s) within the time schedule indicated in the project report and accepted by the Bank.

5.23.2 In the event of the Bank terminating the contract in whole or in part, the Bank may obtain consultancy services, from any other entity/ persons, on such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the consultant, who will be liable to the Bank for the extra expenditure, if any, incurred by the Bank for arranging such services.

5.23.3 Unless otherwise instructed by the Bank, the consultant shall continue to perform the contract to the extent not terminated.

5.24 Force Majeure

Neither party shall be liable for any delay in performing obligation or for failure to perform obligation, except for the Bank’s obligations to pay for the services rendered hereunder, if the delay or failure results from any of the following

(whether happening in India or elsewhere) Force Majeure/ Act of God or any Governmental act, fire, natural calamities, explosion, accident, civil commotion or anything beyond the control of either party. Upon cessation of the event giving rise to the delay, the parties shall insofar as may be practicable under the circumstances complete performance of their respective obligations as described in this contract.

5.25 Business Termination of the Consultant

In the event that the consultant ceases conducting business in the normal course or winds up or avails itself of or becomes subject to any proceedings under any Act or statute of any country or state relating to insolvency, the consultancy agreement shall forthwith stand terminated (at the option of the Bank notwithstanding any other termination clause of this document) and be of no further force or effect and any property or rights of either party, tangible or intangible shall forthwith be returned to it. In any such event, the Bank reserves the right to proceed against the Consultant, in accordance with law.

5.26 National Security Clause

National Security Considerations shall be deemed to be the essence of the contract. On National Security Considerations, the Bank reserves the right to terminate the contract, in whole or in part in case of breach of integrity pact and / or violation of secrecy by serving written notice on the consultant at any time during the currency of the contract. The notice shall specify that the termination is on National Security considerations. The notice shall also indicate inter-alia, the extent to which the consultant's performance under the contract is terminated, and the date with effect from which such termination will become effective.

5.27 Notices

5.27.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by post/ email and shall be confirmed in writing. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

5.27.2 The effective date of a notice shall be, the date specifically mentioned in the notice.

5.28 Ethics

5.28.1 Code of Ethics

The Bank as well as the consultant shall observe highest standard of ethics during the currency of such contract. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- iii. "Collusive practice" means a scheme or arrangement between two or more Tenderer, with or without the knowledge of the Issuer, designed to establish bid prices at artificial, non-competitive levels; and
- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- v. A particular violation of ethics may span more than one of the above mentioned unethical practices.

5.28.2 The following policies will be adopted in order to maintain the standards of ethics during procurement:

- i. The proposal for award will be rejected if it is determined that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- ii. The contract will be cancelled if it is determined at any time that the Bank's representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of the contract.
- iii. If at any time it is determined that the tenderer has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract, they shall be banned / blacklisted, including declaring them ineligible, either indefinitely or for a stated period of time.
- iv. All the Tenderers shall execute the Pre-contract integrity pact as per the enclosed format before execution of the agreement.

5.29 The consultant shall be solely responsible for full compliance with the provisions of the "The Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment of its employee within the premises of the Bank, the complaint will be filed before the Internal Complaint Committee constituted by the Consultant and the consultant shall ensure appropriate action under the said Act in respect of the complaint. Any complaint of sexual harassment for any aggrieved employee of the

consultant against any employee of the Bank shall be taken cognisance of by the Regional Complaints Committee constituted by the Bank. The consultant shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the consultant, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the consultant is proved. The consultant shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The consultant shall provide a complete updated list of its employees who are deployed within the Bank's premises. For this clause, the Bank's premises shall also include the site of work.

5.30 Resolution of disputes

If dispute of any kind shall arise between the Bank and the consultant in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation, then, either the Bank or the consultant may seek recourse to settlement of disputes through arbitration as per The Arbitration and Conciliation Act, 1996 as per the following clause.

5.30.1 Arbitration Clause

If both parties fail to reach amicable settlement, then either party (the Bank or consultant) may give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in disagreement or dispute and shall be referred to the arbitration in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be in Mumbai, India and shall be conducted in English language. All documentation to be reviewed by the arbitrators and /or submitted by the parties shall be written or translated into English. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract in all respects and all disputes, if any, will finally be settled in the arbitration.

5.31 Governing Law, Consent to Jurisdiction and Governing Language

5.31.1 The laws of India shall govern all aspects of the transactions contemplated in this Agreement

5.31.2 English shall be the governing language for this Agreement and for the performance of all the obligations hereunder including the service of Notices.

5.31.3 Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at Mumbai, India. The courts of Mumbai, India shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

5.32 Standard and Compliance with Laws and Regulations

5.32.1 The design, engineering, construction, inspection, testing as well as performance of the equipment shall be in accordance with latest appropriate Indian standards Codes. Where appropriate Indian Standards and Codes are not available, other suitable international standards and codes as approved by the Bank shall be used.

5.32.2 The establishment of ABPC shall be designed to suit the climatic, geological, hydrological, hydro geological, seismological and soil conditions of the site. Measures shall be taken against ground water, effects of storm surge, floods, cyclones, wind speed etc. by the Consultant.

5.32.3 The Consultant shall, throughout the performance of this contract, comply with all laws, rules, regulations and statutory requirements of Government of India, State Government and other Statutory Bodies as far as such bodies have jurisdiction over the contract work or any part of the site.

5.32.4 The consultant shall cooperate fully with any legitimately provided/ constituted investigative body, conducting enquiry into processing or execution of the consultancy contract/ any other matter related with discharge of contractual obligations of the contract.

5.33 Secrecy

5.33.1 The consultant shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract strictly adhere to highest norms of secrecy and confidentiality.

5.33.2 Any information obtained in the course of the execution of the contract by the consultant, or any person so employed by the consultant, as to any matter whatsoever, which would or might be directly or indirectly, of use to any person, must be treated as secret and shall not at any time be communicated to any person.

5.33.3 Any breach of the aforesaid conditions shall entitle the Bank to terminate the contract and to assign the consultancy work to any other entity at the "risk and cost" of the consultant. In the event of such cancellation, the execution of the contract shall be taken by the Bank at such price as it considers fair and

reasonable and the decision of the Bank regarding such price shall be final and binding on the consultant.

5.33.4 Further, the operation of the Tenderer in Pakistan or China, if any, should be suitably firewalled from the contract/ operations with the Bank. The Tenderer shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity is engaged by the Tenderer for this project and that no Pakistan/ Chinese national or person of Pakistan/ Chinese Origin should be engaged by the Tenderer for the project. Further, the consultant shall not post an employee who has worked for this project in Pakistan or China.

5.34 All decisions taken by the Bank regarding this Tender (as mentioned in this Tender Document) shall be final & irrevocable.



Section VI: Tender Form

(To be submitted on the Tenderer's letterhead)

Date.....

To

The Chief General Manager-in-Charge,
Reserve Bank of India,
Department of Currency Management,
Central Office,
4th Floor, Amar Building,
Sir P.M. Road, Fort,
Mumbai 400 001.

Engagement of Consultant for Comprehensive Consultancy Services for Establishment of Automated Banknote Processing Centre (ABPC)

Ref: Your Tender No.dated

I/We, the undersigned, have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (*if any*), the receipt of which is hereby confirmed. We now offer to submit my/our tender for **Engagement of Consultant for Comprehensive Consultancy Services for Establishment of Automated Banknote Processing Centre (ABPC)** in conformity with your above referred document, attached herewith and made part of this tender.

2. If my/our tender is accepted, we undertake to provide the comprehensive consultancy services as mentioned above, in accordance with the scope of work and delivery schedule. I/We agree to keep our tender valid for acceptance for a period up to 180 days from the last date of submission mentioned in your above referred document, as specified or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with LOI thereof within the aforesaid period shall be binding on us.

3. I/ We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

4. It is hereby certified that we have understood the General Instructions to Tenderer (GIT), and also the Conditions of Contract, attached to the tender and have thoroughly examined other conditions, Scope of work, delivery schedule and are thoroughly aware of the nature of the comprehensive consultancy services strictly in accordance with the requirements and according to the terms of the tender. I/We

agree to abide solely by the Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

5. The Technical Bids and Financial Bids are submitted herewith in separate sealed envelopes along with other documents.

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

Encl : As above

Section VII: Form for submission of Financial/ Price Bid

(To be submitted in a separate envelope with heading as “**FINANCIAL/ PRICE BID**”)-

Sr. No.	Description of the services to be rendered by the selected Tenderer	Amount in Rupees (INR)
1	All-inclusive charges for providing comprehensive consultancy services as detailed in the RFP in respect of all the areas mentioned therein	
	Amount in words (Rupeesonly)	
	Applicable Indian Statutory Taxes	
2	Annual charges for the on-site support	
	Amount in words (Rupeesonly)	
	Applicable Indian Statutory Taxes	

Financial Bid should not contain any terms and conditions but only price of consultancy charges and charges for on-site support. Terms and conditions, if any, incorporated in financial bid will not be valid or considered.

Signature:.....

Name:.....

Address:.....

.....

.....

(Authorized Representative)/ Seal

Section VIII: Letter of Authority for attending Bid Opening

(On the Letterhead of the Tenderer)

Date

The Chief General Manager-in-Charge,
Reserve Bank of India,
Department of Currency Management,
Central Office,
4th Floor, Amar Building,
Sir P.M. Road, Fort,
Mumbai 400 001.

Madam / Dear Sir,

Subject: Authorisation for attending Technical / Financial bid opening on _____ (date) in the Tender for **Engagement of Consultant for Comprehensive Consultancy Services for Establishment of Automated Banknote Processing Centre (ABPC)**

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Tenderer) in order of preference given below –

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bid-opening is held may be refused in case authorization as prescribed above is not produced.

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of the Tenderer

Section IX: Checklist for Covers/ Envelope and Documents

S. No.	Para No.	Description of Envelopes and Documents Attached
Technical Bid		
Envelope I – General Information		
1		Form A – General Information about the Tenderer
2		Document evidencing details of Registration - Registering Authority, Date, and Registration No., business/ activity of the firm(s). (Attach an attested photocopy of Certificate of Registration)
3		Form B - Details of completed projects Self-certified copies of Document evidencing eligible consultancy assignments in the last 7 years ended as on last date of the month preceding the date of issue of this RFP (Work orders and/ or completion certificates to be attached)
4		Form C - Details of ongoing projects
5		Form D - List of Technical Personnel/ professionals - Details with their Qualifications, Experience
6		Form E - Financial Position of the Tenderer
7		Form F - Client/ Performance Reports
8		Form G - Banker's Report
9		Notarised Power of Attorney on a stamp paper or an authenticated copy of the Board Resolution authorising officials to sign the tender on behalf of the Tenderer
10		Form H - Pre-Contract Integrity Pact
11		Form I – Non-Disclosure Agreement
12		A DD / Banker's Cheque/ BG in Form J / payment receipt of electronic transfer for INR 30 lakh towards Earnest Money Deposit
13		Form K – Declarations
14		Applicable to foreign firms only – A certificate from the Competent Authority under the law of that land that the firm is competent and authorised to offer the consultancy services.
15		Form N - Power of Attorney for Lead Member of Consortium (applicable for consortium)
16		Form O - Undertaking from the Parent Company (applicable for entities submitting tenders drawing technical expertise from their parent)
17		Original Signed Tender document with initials on every page by authorised official
18		Form P – Certificate of compliance with Rule 144 (xi) of General Financial

		Rules, 2017
Envelope II – Technical Details		
1		Technical Details
Financial Bid		
Envelope III – Price / Financial Bid		
1		An envelope containing financial bid for all-inclusive charges for comprehensive consultancy services.

Note: Other relevant document(s) may be submitted by making corresponding entries in the above table.

.....

(Signature, name and address of the Tenderer’s executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of

(Name and address of the Tenderer)

(Seal of the Tenderer)

Annex – I - ABPC at a Glance - Concept Plan

1. Layout

The location of the building should generally be at the centre of the plot admeasuring 7.37 acres and sufficient space from all sides is to be kept vacant from security point of view as also for convenient maneuverability of trucks/ vehicles. The vacant and unused land where movement of vehicles is not envisaged would be suitably landscaped up to 30% or as per the local prevailing norms.

The ABPC would have the following two areas duly segregated:

A. Central Processing Centre (CPC) Building –

This building will be a core area of the entire layout. The building will, inter-alia, house -

- Reception area with lobby
- Loading-unloading garages,
- Strong Room/ Vault,
- Conveyors,
- AGVs, Palletizer/ de-palletizer robots, ASRS,
- Currency Processing Rooms,
- SBS,
- Monitoring and Control Room(s) for Conveyor, ASRS, AGV, Robotics
- Monitoring and Controls rooms viz. CCTV Control Room, Server and Systems Room, Security Control Room, etc.
- Other provisions inside the CPC Building
- Training Centre
- Dedicated Video Conference cum Board Room
- Cabins for administrative/ operations staff,
- Cabins for Service Engineers/ staff with separate storage areas for safe deposit of spares, instruments, etc.

- Dress Change room with Locker facility for personnel belongings
- Rooms/ Cabins for Utility Service Providers with separate storage areas,
- Mini Lounge and dining area,
- Visitor's Gallery

B. Peripheral Area –

This area includes other related facilities inside the ABPC premises surrounding the CPC –

- A full-fledged Security Office at the gates with Gate pass issue section, Fire alarm display panel, etc.
- Residential arrangement for Security Staff, Armory, Arms repair/ maintenance area,
- Parking for staff vehicles (2 wheelers/ 4 wheelers)
- Truck Parking Area for the Trucks with Rest Rooms and other necessary facilities.
- Generator/ Auxiliary Power Units, Fuel storage along with pumping facility (preferably located near to the Generator)
- Sewage Treatment Plant for domestic sewage
- Rain Water Harvesting for the facility
- AC plant
- Internal Communication Infrastructure
- Power Station
- A Fire water Pumping station for Fire water network and sprinkler system
- Water Treatment Plant along with Water Tank
- Administrative Office Building comprising of
 - Conference Room,
 - Cabins/ work stations for Administrative staff,

- Cafeteria, Recreational facilities,
- Dispensary,
- Security Administration Room,
- A crèche room,

2. Security

A. CPC Building –

- Single entry and exit for the building with fire exit.
- Baggage scanner, Door Frame Metal Detector (DFMD), etc. at entry/ exit points;
- The Reception area to be equipped with Visitor Management Application with a facility to provide Temporary Access Cards and register Bio-metrics and/ IRIS of the visitors
- The access to the areas beyond the Reception area should be access controlled.
- Two layered security system for service providers viz. card based first layer and second layer security where entry will be regulated by internal security by using modern scanning devices.
- Access controls should be installed on every floor and at every entry/ exit point of any facility viz. Processing Room, SBS, etc. Adequate CCTV coverage at all points of the Core area, and vantage points of other areas.
- Burglar alarm with hotline connectivity to the nearest police station
- Other safety systems/ precautions – fire control/alarm, intruder detection/ alarm should be in place.
- There should be a safety corridor/ passage around the area.
- The CPC Building shall be covered with Dynamic Lightning Arrestor.

B. Peripheral Area –

- A full-fledged Security Office with Gate pass issue section, Fire alarm display panel, etc.

- An Armoury, Arms repair/ maintenance area.
- A robust physical perimeter protection system for the ABPC premises shall be designed by the consultant which may include fortified boundary wall of suitable height with electric fencing, electronic movement sensors. A combination of Infra- red and Ultra violet fencing, Electron Beam, Embedded systems shall be planned along with CCTV coverage for the boundary wall. Adequate security layering may also be considered.
- Fire escape zone/ emergency exit
- Road of adequate width around the Core Area should be available for patrol, movement of fire brigade, vehicles carrying banknotes boxes and other vehicles;
- Dedicated entrance / exit for staff. Separate entry/ exit for visitors, service engineers and their vehicles with cabins equipped with requisite infrastructure for security personnel
- Separate entrance/ exit for vehicles for Inward and Outward remittances with cabins equipped with requisite infrastructure for security personnel
- Roads will be controlled through dedicated gates as detailed below:
 - Entry/ Exit of vehicles through automated mechanized operation along with electronic check point for verification of personnel in the vehicle/ entry-exit permission / remittance order
 - Entry of staff/ service providers (staff, engineers, maintenance people etc.) using the electronic check point access card/ bio-metric systems for verification of personnel for access to the peripheral area and Core Area
 - Dedicated application to record and track entry-exit of vehicles, trucks; dedicated application to record entry-exit of Staff, services providers; Visitor Management Application for recording entry and exit of visitors with a facility to capture IRIS, bio-metrics of the visitors
- Deployment of Sniffer dogs, checking of remittance vehicles through complete body scanner and staff cars through under vehicle scanner system, Perimeter Security Systems, etc.
- Security Watch Towers in the peripheral area overlooking the entire layout including the CPC,
- CCTV coverage of the peripheral area for movement of vehicles and personnel

- All entry/ exit points would be under the direct control of the Security Officer of the ABPC
- Burglar alarm, hotline with connectivity to the nearest police station
- Fire alarm, Firefighting System including smoke detection and source identification.
- The Administration Building shall be covered with Dynamic Lightning Arrestor.

3 Architectural and Construction related elements –

A. Common elements for both CPC Building and Administration Building

- Architectural elements and MEP related features should be defined (aesthetics, strength of pillars, load bearing, beams, RCC mix, paint, etc.), aspects regarding facade, Interior designs, furniture and fixtures, flooring materials, acoustics, lighting, air-conditioning, etc. should be defined.
- Plans/ designs to minimise the impact on the environment with appropriate Green Building certification from IGBC or LEED or GRIHA.
- Optimal use of suitable energy conservation methodologies including grid interactive solar power system, landfills, etc.

B. Elements specific to CPC Building -

- Waste storage will be required for storing it before disposal (Separate sheds shall be planned for plastic items, wooden items, steel items and miscellaneous items.)
- Disposal of waste in a secure, safe and environment friendly manner (for disposal of plastic bands, shrink wrapping, packing material used etc.).
- Entire building should be air conditioned with climate control. A centralized Compressed Air facility will be required for Automation system.
- Construction of the building as also the Strong Room and Processing area should adhere to the following:
 - i. Burglary resistance attack by common handheld/ impact/ portable/ electric/ hydraulic/ concrete cutting/ drilling tools, pressure applying devices, powers, saws, etc., fire resistance against gas cutting torch,

fluxing rods etc. fire hose stream reheat endurance against exposure to major fire and fire -fighting water stream jet etc.

- ii. Minimum construction standard for intruder resistance should be maintained as per highest BIS standards

4 Other Infrastructural elements in the CPC Building

4.1 Loading/ unloading garages

- Vehicles carrying banknote boxes which have already been screened and found in order should be allowed access to outer area of the garages consisting of loading/ unloading bays.
- The vehicles should be assigned a parking bay number and all the vehicles should be parked at the assigned bay.
- Each garage should have a movable, height adjustable loading/ unloading platform
- The movement and activity inside garage should not be visible from outside garages. The activity inside the area should be covered under CCTV.
- Loading and unloading of the banknotes boxes can be through forklifts/ robots/ manually.
- Interface of the personnel with CPC staff should be through a counter only where necessary documents will be submitted and receipt of delivery/ acceptance and exit clearance will be obtained.
- Upon completion of the necessary procedures for acceptance (inward remittance), the banknotes boxes would be taken inside for transfer to the Receipt/ Dispatch Station. Similarly, following due procedures, delivery (outward remittance) of banknotes boxes would be handed over to the operators/ personnel for loading inside the trucks.

4.2 Receipt/ Dispatch Station

- The banknotes boxes received/ to be dispatched will be subjected to the following checks / processes:
 - Scanning the Labels/batches (barcodes/ QR codes) affixed by printing press/ CCs,
 - Scanning for content and recording the weights,

- Labeling system to mark details including date of receipt for reference during processing (for inward remittance of unfit banknotes).
- The above details captured would be matched with the relevant (inward / outward) remittance order.
- The discrepancies observed during the process of inward remittance would be dealt with by segregating such banknotes boxes from the remaining boxes and such boxes would be screened manually.
- At this point there should be a small area for manual handling, in case of necessity
- The banknotes boxes, found matching with the respective remittance order should be loaded on the AGV/ conveyor and sent to Storage Vault.
- The above data should be stored for future retrieval.
- There should be adequate Receipt/ Dispatch Sections/ counters for concurrent receipt and dispatch of boxes.

4.3 Strong Room / Vault -

- Minimum construction standard of the Strong Room/ Vault should be as per highest BIS standards with appropriate height for installation of multilevel ASRS.
- The construction of the vault should be amenable to future expansion to accommodate larger capacity.
- There should be access control system for personnel. There should be enough provision for entry/exit and movement of AGVs/ palettes by means of conveyor.
- 24 hrs. comprehensive CCTV coverage based on latest technology
- Appropriate temperature controls should be installed suitable for storage of the banknotes and boxes as also for working of service engineers for maintenance of the ASRS

4.4 Projections on the capacity of the ABPC to store and process banknotes

The proposed ABPC is expected to provide for storage and dispatch of fresh banknotes and storage and processing of soiled banknotes to/ from the identified CCs/ Bank branches covering the jurisdiction of the states being catered. The ABPC is expected to work in two shifts and serve the currency requirements of the identified regions. It is

therefore imperative that the capacity planned at the ABPC is not only able to meet the ever increasing currency needs of the regions but also has some spare capacity to accommodate future currency needs. The Department has projected storage capacity requirements for ABPC at Jaipur, based on the above requirements as under:

In million pieces

Particulars	2024-25	2029-30	2034-35	2039-40
Soiled Notes (during the year) LDN*	2966	3889	6377	9881
Soiled Notes (during the year) HDN**	4752	7679	11913	17876
Total	7718	11568	18290	27757
Fresh Notes stock (daily Average)	1883	2950	4583	6853

*Lower Denomination Note (Rs. 50 & below)

** High Denomination Note (Rs. 100 & above)

Note – The above estimates may vary by +/-10%

The facility may be designed to store the daily average Fresh Note Stock requirement and hold a stock of about 15 days of Soiled Banknotes and provide commensurate processing and destruction capacities. The facility may be built to cater to the above projected capacity being operationalized in a phased manner, as may be decided by the Bank.

4.5 Processing Room

- Processing Room should have capability of having CVPS machines commensurate with the processing requirement, with capability to add additional machines for future requirements. Movement of banknotes from vault to processing room should be in a secured automated manner.
- Operationally, there could be multiple Processing Rooms where the 2/3 CVPS machines could be grouped/ connected to a shredding unit. Alternatively, the CVPS machines could be housed in one hall with dynamic allocation to the shredding machines.
- Of the total area of the processing room, overall open area should be around 50%.
- Automated loading of notes in the machines, repackaging/shrink wrapping, labeling of re-issuable and rejected note bundles and required data management.

- Fresh air ventilation system / air treatment system/ Dust Suction System mounted on the CVPS machines
- Temperature/ dust control/ sound proofing system.
- CCTV system with comprehensive coverage.
- There should be clearly identified temporary storage point from where the notes will be sent to storage vault or delivery point as per need.
- A separate enclosure for Reconciliation Team for processing and manual examination of rejected/ mutilated/ suspect/ re-issuable notes
- There should be a separate secured enclosure for spares outside the processing room.

4.6 Shredding and Briquetting Unit (SBS)

- It should be strategically located that notes for offline shredding from processing room and vaults can be delivered through automated / secured channel.
- It should be large enough to house commensurate shredding and briquetting system with adequate capacity. The layout should be planned in such a manner that the briquettes should be securely transported outside the CPC Building area (in a secured enclosure for disposal).
- Automated Briquette Collection should be planned outside the CPC Building.

4.7 Safety/ fire safety

- Safety at work to receive the highest priority; the movement of banknotes boxes, conveyors, AGVs, Robotics, ASRS, etc. should be planned for safe working environment
- Arrangements for fire-fighting system
- Smoke detection/ integrated fire management system for the entire premises
- Safety for electrical components, systems, sub-systems as per BIS norms
- A Fire water Pumping station for Fire water network and sprinkler system
Automatic Water Sprinkler System in all fire sensitive areas, wherever required.

4.8 IT Systems

- Secure IT backbone to support functioning and security systems at the ABPC with redundancy
- The ABPC's systems shall be supported by two servers – Main Server and a redundant Server, which may be placed strategically in Administration and CPC Building
- ABPC's automated and integrated processing to be supported by IT Systems to ensure secure movement, storage, retrieval, processing and destruction of banknotes along with accounting.
- Security systems installed.
- IT systems in ABPC to interface with the Bank's Core Banking Solution for accounting and data updation/ MIS
- The IT Systems to ensure uptime of 100% for all the systems at all times
- Time tested technologies to be deployed to assure stable and secure functioning
- Formulation of Business Continuity Management (BCM) and its testing thereof
- Adequate Cyber and IT Security required for the Automation Systems
- High availability and redundancy required Component wise, machine wise, location wise; Geographic redundancy for data storage
- Integration Layer for Inventory management, distribution and accounting systems.
- Well defined Risk Management/ Mitigation principles
- Should facilitate regular audit of the systems; should support physical verification/ inspection of the banknotes

Annex II - Detailed scope of work

The Bank is interested in establishment of a green field Automated Banknote Processing Centre. To assist the Bank in this regard, the Bank desires to engage a consultant of repute having requisite expertise in offering Comprehensive Consultancy Services. Towards this end, the Bank has caused this RFP inviting proposals from consultants having requisite work experience and providing end-to-end consultancy services. The consultant is expected to study and review the existing process and suggest optimal solutions to bring them in line with current global best practices consistent with the state of the art technologies. It is imperative for the Consultant to understand the requirements of the Bank so as to make suggestions on various options on technological solutions and process improvements.

The scope of the work of the consultant is –divided into three parts -

Part I – Preliminary Study, Preparation of Project Report (PR), Acceptance / Non-acceptance of the PR

Part II – Execution of the project including commissioning and stabilization of the project

Part III – On-site Support to the facility

The detailed scope of work is as follows -

Part I – (A) Preliminary Study

(a) Studying the existing processes/ work-flow of currency management functions, standard operating procedures, security environment in which the various operations are carried out, past and current volume of banknotes handled by the Issue Offices to be served by the ABPC, including visit to the Issue Office/s/ Currency Chest/s, Printing Press/es,;

(b) Visiting the site of work, studying the layout of the site, holding discussions with officials to understand the local conditions/ statutory requirements;

(c) Holding discussions with the officials of the Bank and other stakeholders to understand the constraints faced in present currency management practices vis-à-vis the improvement expected as also the extent to which automation is required;

(d) Making presentation of the alternate solutions before the Committee constituted by the Bank to enable them to choose the best fit solution, which can be implemented in phases but at the same time is scalable to ultimately achieve maximum possible automation using available technologies with a view to having higher efficiency in currency management operations under enhanced security as also minimising manpower, presently involved in the operations;

(e) With the aforesaid understanding of limitations/ restrictions, submitting a project report **within a period of four (4) months from the date of the Letter of Intent (LOI)** as also make a presentation before the Committee constituted by the Bank;

(f) Providing on-site maintenance support including co-ordination and integration of various systems and processes. The consultant would also be required to provide onsite support for ten (10) years extendable thereafter on mutual agreement.

(B) Preparation of Project Report (PR)

The PR shall include –

(i) Detailed Architectural Scheme : The Detailed drawings for the entire scheme/ facility including architectural floor plans, elevations, sections, detailed drawings for structural, plumbing & sanitary, drainage, water supply & sewage, interior design, false ceiling, electrical, electronic, electromechanical, firefighting, lifts, adequate number of fire exits for safe evacuation, etc. The entire scheme shall be planned/ designed as per the prevailing rules and regulations (local bye-laws, building rules, environmental laws, other statutory requirements etc.) and as per Indian Standard codes. Wherever suitable Indian standards are not available, relevant International standards shall be followed with the approval of the Bank;

(ii) Multimedia presentation including guided walk through of the entire facility along with the flow of operations of each of the activity to be carried out in the ABPC as outlined. The presentation shall also contain a detailed flow of operations of fresh and soiled banknotes at other stakeholders – printing press/ Issue Offices and CCs respectively clearly outlining activities viz. packing, loading and unloading of banknote boxes, opening of banknote boxes and processing of banknotes leading up to shredding and briquetting and disposal of briquettes. The project report and presentation shall also cover layouts of all the facilities as outlined in **ABPC at a Glance**.

(iii) Suggested solutions viz. ASRS, AGV, Conveyor Systems, Palletiser-De-palletiser Robots or any other and various software applications viz. WMS, applications required for running AGVs, Conveyor, various tools required for transport planning, inventory optimization, etc. together with reasons for selection of particular technologies/ software application;

(iv) Detailed write-up on Integrated Security Solutions covering the safety and security solutions suggested viz. bio-metrics, IRIS Recognition, physical and logical access control, IP-CCTV, Perimeter Access Control, Complete Vehicle Scanner/ Under Body Scanners, etc.;

(v) Suggestions and solutions for standardisation of secure, tamper proof banknote boxes suitable for transportation, automated handling, storage and retrieval in ABPC as also in the Printing Press/ Issue Offices/ CCs/ bank branches containing maximum

possible packing density conforming to global standards of a suitable size commensurate with current and future volume of banknotes to be handled;

(vi) Suggestions for automation solutions to achieve maximum possible automation consistent with the currency management policies of the Bank, BPR/ process changes required vis-à-vis the existing systems and procedures being followed at each of the stakeholders viz. printing press, Issue Offices, CCs; Introduction of six sigma strategies and secure data management in the facility.

(vi) Suggestions for adoption of various technologies like barcodes, RFID, QR code etc. to identify, capture and share data pertaining to banknote boxes among the stakeholders ensuring accessibility, accuracy, which is easy to understand. The consultant may also suggest IT tools to facilitate Remittance Planning, Inventory Optimisation, Route Planning, etc. so as to minimize human intervention in day-to-day operations as also errors/ omissions likely to occur due to subjectivity in decision making.

(vi) System integration for efficient functioning of all the hardware and software applications, Integration of applications identified/ to be deployed in ABPC with the Core Banking Solution (CBS) of the Bank i.e. E-Kuber/ CyM having backward integration with printing press and forward integration with Issue Offices and CCs to facilitate inventory management and planning, generation of MIS, accounting of transactions/ remittances/ processing.

(vii) The above suggestions/ solutions offered should be scalable, upgradable, sustainable and supported through out of the life of the facility.

(viii) Estimates on total cost of the project including category-wise breakup viz. cost of construction of the building, ASRS, Conveyor, etc., the report shall also provide estimates on the Fixed Cost and the Variable Cost i.e. cost of running and maintaining the ABPC; the consultant shall also provide the granular breakup of the milestone/s (and the sub-milestones) with respect to the timeline and related cost

(ix) Estimates on timeline with granular break-up of the milestones / sub-milestones with the help of master control chart, within which the ABPC could be constructed, commissioned and handed over to the Bank;

(x) Cost Benefit analysis of the processes/ technologies to achieve the required objectives; comparison of the existing technologies/ methodologies being practiced by the Bank in Issue Offices with the proposed technologies/ methodologies and likely benefit/ savings/ additional outgo upon adoption of the same;

(xi) Estimation on the manpower requirement (own + outsourced) including Armed Security Guards/ Police including work allocation thereof, specific skill-sets required for

personnel to be posted at various positions, suggested verticals and hierarchy/ reporting structure;

(xii) Estimation of future volume of banknotes likely to be handled by the ABPC, optimum banknotes storage capacity of the ABPC;

(xiii) Detailed plan of logistics and transport movement of banknotes (fresh + soiled) to and from ABPC;

(xiv) Any other matter incidental and related to establishment of ABPC which may be decided by the Bank after holding discussions with the stakeholders and the consultant

(xv) The Design Basis Reports shall be prepared for each trade and shall form part of the Project Report.

(C) Acceptance/ non-acceptance of the PR

The draft project report submitted by the consultant will be examined by the Bank. The Bank reserves the right of suggestions, modifications, alterations as desired by the Bank. The revised and final project report shall be submitted to the Bank for acceptance. The consultant shall submit a physical prototype of the ABPC (including all the facilities) to the Bank upon acceptance of the Project Report.

If the project report is not accepted or not considered for implementation by the Bank at its sole discretion for any reason whatsoever, the consultant's work may not be continued with. The consultant will be paid for the work done by him till that stage of his consultancy assignment.

Part II – (A) Execution of the project

Once the project report is accepted by the Bank for implementation, further scope of the consultant's work would involve:

(a) Preparing a master plan of all the activities viz. engagement of contractors, procurement, installation, commissioning of equipment etc. to be implemented in phases including timelines for completion. The plan shall also contain detailed specifications based on the estimation of volume and capacity required of the systems/ construction activities to be performed. The consultant shall also prepare a checklist of all the permissions/ approvals/ No Objection Certificates (NOCs) required to be obtained from various approving agencies from commencement till completion/ commissioning of the project and furnish the same to the Bank. All the necessary approvals/ permissions/ NOCs will be obtained by the consultant.

(b) Preparing comprehensive architectural plans and structural designs and drawings for the civil works/ services and construction of the Building and other

peripheral facilities (parking, AC plant, Generator, Cafeteria, Security apparatus outside the building, landscaping, etc.) to be carried out.

(c) Preparing electrical/ data /telecommunication cable layout plans and designs and drawings for the electrical/ IT related works (secure LAN) to be carried out for supporting the proposed automation infrastructure.

(d) Preparing plans and designs for electrical systems and sub-systems for supplying the required electrical power to electro-mechanical systems and sub-systems, UPS for computer/ microprocessor based IT systems and sub-systems, telecommunication/ sensor based systems and sub-systems works to be carried out. All the systems at ABPC should have power backup at all times using Auxiliary Power Units/ Generators/ UPS systems. Optimal use of renewable energy sources like solar energy, energy generation through landfills, etc. shall be planned. Ensuring Integrated Power Management System through independent micro-grid may also be planned.

(e) Planning and designing the ASRS, Conveyor, Robotics, etc. as may be required and designing automation process around these components for fail-safe conditions of operations adopting the latest technologies to integrate various systems and sub-systems to be supplied, installed, tested and commissioned by various vendors.

(f) Planning and designing standardized secure lockable banknote boxes of suitable material amenable for manual as well automated handling, ASRS, Conveyor, Robotics, etc. as may be required and designing automation process around these component for fail-safe conditions of operations adopting the latest technologies to integrate various systems and sub-systems to be supplied, installed, tested and commissioned by various vendors.

(g) Preparing plans and designs for fixed to floor/ wall/ ceiling mountings but fixed or moveable on mountings, as may be the demand of the system design or required customization, electric-mechanical systems and sub-systems for the concerned works.

(h) Preparing plans and designs for computer/ microprocessor based/ IT systems and sub-systems of the automation works.

(i) The jobs mentioned at (b) to (h) above entail preparing quantity survey sheets, analysis of rates, estimates of cost and time, two-part-tender documents for various trades including bill of quantities, tender drawings, and suitable clauses for comprehensive AMC work to be carried out after warranty period is over wherever applicable and submitting the same to the Bank for obtaining approval and scrutiny of the tender documents, verification and finalization of quality plans (including quality control and assurance), offer recommendations for award of the contract to a suitable contractor. Once the work/s is/ are awarded, it will be the responsibility of the consultant to get the work/s carried out through various vendors by coordinating various activities to be carried out by separate vendors under his close supervision in order to ensure that

the same is executed strictly as per the plan and design as well as by strictly adhering to the terms and conditions of the contract. The running account bills and final bill of the contractor will have to be recorded as per the Bank's extant guidelines, certified for accuracy and quality of work by the consultant, and submitted to the Bank for making payment and settlement. On completion of the works, the consultant will prepare as-built drawings (6 sets of hard copy and soft copy) and hand over the entire set of documentation created, commencing from preparation of design basis report till completion of work including the photographs taken at different stages of the progress of work, operation and maintenance manuals for the equipment obtained from the contractor/ OEM and supplier/ dealer of OEM and supplier, etc.

(j) Preparing the integration plan for getting integrated the static, moveable, electric-mechanical, computer/ microprocessor/ IT/ sensor/ relay etc. based systems to complete the automation works. Preparing quantity survey sheets, analysis of rates, estimates of cost and time, two-part-tender documents including bill of quantities, tender drawings, and suitable clauses for comprehensive AMC work to be carried out after warranty period is over, etc. complete and submitting the same to the Bank for obtaining technical sanction from the competent authority and doing tender management till award of the contract to the selected integrator/ vendor. Once the work is awarded, it will be the responsibility of the consultant to get the integration work carried out through the integrator/ vendor under his close supervision in order to ensure that the same is executed strictly as per the plan and design as well as by strictly adhering to the terms and conditions of the contract. The running account bills and final bill of the integrator/ vendor will have to be recorded as per the Bank's extant guidelines, certified for accuracy and quality of work by the consultant, and submitted to the Bank for making payment and settlement. On completion of the works, the consultant will prepare as-built drawings (6 sets of hard copy and soft copy) and hand over the entire set of documentation created commencing from preparation of design basis report till completion of work including the photographs taken at different stages of the progress of work, operation and maintenance manuals for the equipment obtained from the contractor/OEM and supplier/ dealer of OEM and supplier, etc.

(k) Preparing plans and designs for peripheral facilities viz. Administration Building, AC Plant, Generator backup, Parking, Cafeteria, etc. as described in the **ABPC at a Glance** outside the CPC Building as also the layout and plans of Interior Designing including the furniture and fixtures in line with the Architectural drawings and approved plans for CPC and Administration Building.

(l) Preparing plans, layout and designs for procurement, installation and integration of CVPS and SBS with the systems installed in ABPC. If however, the Bank decides to shift existing CVPS machines from nearby Issue Offices, the consultant should facilitate

smooth integration of the same in consultation with the CVPS vendor maintaining the machines/ OEMs.

(m) Upon readiness of the ABPC equipped with requisite Hardware and Software/ IT Systems, conducting product tests, running tests with all the stakeholders for a defined and reasonable period as may be necessary and satisfactory closure of defects/ deficiencies arising therein; making suitable adjustments in the equipment, IT systems, training to all the stakeholders before Go-Live of the operations.

(n) Preparing HR assessment for deploying personnel in ABPC having desired/ requisite skill sets, preparing organization structure with various verticals/ groups having defined job roles and suggest staff strength with specific job for each staff/ employee. The consultant may, having regard to sensitive nature of operations, suggest/ recommend operations which may be outsourced (for example maintenance of machines and equipment, maintenance staff) while retaining core operations with the Bank's own staff. The consultant should also draw plans and conduct training, troubleshooting to the Bank's staff/ outsourced employees/ stakeholders involved at various stages in consultation with domain experts/ vendors involved in implementation of the systems.

(o) The consultant should prepare a detailed operations manual, manual for troubleshooting.

(p) The consultant should devise an integrated procedure for continuous process monitoring including System Health Monitoring. Periodic In-situ and ex-situ testing procedures may be designed.

(q) The consultant should devise procedure for verification/ audit/ inspection of the banknote balances in line with the extant procedure laid down by the Bank for inspection/ audits as also for the purpose of finalization/ declaration of the Bank's Accounts as per the Bank's policies.

(r) Devising procedure with inbuilt redundancies including manual override in case of need/ failure of some/ major electrical/ mechanical/ IT components

(s) Devising BCM plans for the operations of the ABPC, testing these plans at periodic intervals; defining risks associated with/ involved in various operations and Risk Control Measure to overcome the same with a view to ensure stable and continuous operations

(t) The consultant would be expected to perform duties /jobs as illustrated above. The work of the consultant, as defined above, shall be declared as completed in all respects by the consultant when the facility is handed over to the Bank and has completed stabilization period.

(B) Other Parameters

- The consultant's attention is drawn to the relevant guidelines issued by Central Vigilance Commission and the extant instructions issued by the Govt. of India and RBI from time to time. The advice rendered, solutions proposed by the consultant under the comprehensive consultancy services to the Bank shall therefore be in compliance with the aforesaid guidelines.
- Durability and redundancy in designs: The planning and designing shall be done in such a manner that the improvements, modifications, augmentations, etc. serve the Bank for a long period i.e. at least for the next 20 years.
- Maintainability of the design: The consultant shall also prescribe the methods/services required for the equipment/ installations so as to ensure the efficient functioning of the solution/system and time schedules for the same. The terms and conditions on which the equipment/ installations will be maintained under Annual Maintenance Contracts (AMC)/ Comprehensive Annual Maintenance Contracts (CAMC) will also be prescribed in the related tender documents.
- During execution of work, close monitoring of the work is to be done by the consultant with effective supervision, thereby ensuring adherence to the drawings, specifications and the quantities of the tendered items without variations. The Consultant shall carry out all the required project and contract management work and also coordinate with due diligence amongst all the various executing agencies for implementation of the project and the Bank from time to time to ensure timely performance and completion of the works/jobs in each stage/phase, as required, in terms of this consultancy assignment. Variations, if any, shall be implemented with the prior approval of the Bank.
- The Site supervisor/s of the Consultant shall take joint measurements with the vendors executing the project which may be randomly test-checked by the Bank and/ or its representatives and if need be, corrected across all the various items of work by the Consultant. If need be, the quantities may accordingly be corrected and the bills certified by the Consultant for releasing payments to the Contractor by the Bank.
- No substitutions or deviations from the tendered work shall be authorized by the Consultant without working out the financial implications, if any, and obtaining approval of the Bank in writing.
- The consultant shall be largely responsible for successful performance and completion of the project in all respects, consistent with the safety and structural stability of the building.
- The supervising staff deployed by the Consultant shall maintain various records on daily basis, like daily progress report, Site order book, Material testing record, high

value material receipt register, etc. and these shall be made available for inspection/scrutiny by the Bank and/ or its representatives.

- The Consultant shall conduct site meetings on fortnightly basis, to be attended by the Consultant and the Contractor with a view to reviewing the progress of the project, removing bottlenecks/impediments, resolving dispute/s, obtaining approvals, incorporating change requests, if any, revising time schedules, if any, etc. These may be attended by the Bank's representatives, if required.
- During the execution of work in various phases (as the case may be) the consultant will have to post qualified Site Engineers/ personnel of the respective trades for supervision of ongoing works, site management, material management, labour management, project management and record management, for coordination amongst various stakeholders including contractor's site supervisors and various functionaries of the Bank, etc., as may be required. Maintenance of proper etiquette and decorum while working at the site of work is the sole responsibility of the Consultant's officials. In case of dissatisfaction of the Bank with any/all the officials of the Consultant, whatsoever may be the reason, such officials to be replaced urgently, without impact on the progress of project implementation. The Bank's decision will be final. The Bank may communicate its decision in the matter over telephone/orally also.
- During the execution of work in various phases (as the case may be), the Bank expects that the Key Personnel will take stock of progress in implementation and organize meetings to take the project forward by resolving issues, if any. Apart from this, the Bank also expects that the Key Personnel shall pay site visits at each and every important stage of the execution, as per requirement of the ongoing works.
- If the Bank so decides, the key personnel shall also make additional site visits. The visit will be decided by the Bank as per site requirements and with a view to ensuring that the execution of work is carried out strictly in accordance with the planned designs, drawings, time schedules and as per several provisions of the contract/agreement, executed with the party for execution of the project.

Part III – On-site Support

The tenderer shall depute minimum two (2) qualified, trained and experienced personnel at ABPC to provide on-site support for operations, repairs and maintenance, etc. post stabilisation of the facility. Such of the support personnel so identified for on-site support, however, shall be deputed by the tenderer after go-live of the facility and commencement of stabilisation period. If the on-site support personnel are not provided from the existing strength, the prospective on-site support personnel should be available during stabilization period for handholding. On need basis, the personnel may be called on Holidays and before/ after office hours. However, no additional payment will be made, on this account.

The support personnel shall co-ordinate the scheduled maintenance of the facilities at the ABPC to be conducted by the respective OEM/ AMC contractors, co-ordinate the tasks among various OEM/ AMC vendors during breakdown/ non-functioning of any of the operational facilities at ABPC, conduct Root Cause Analysis of defects/ problems/ breakdown shall be conducted and possible solutions identified and rectification measures undertaken. Such rectification may be carried out with the help of the consultant's team, if required.

The support personnel would submit maintenance reports and any other documents as may be called for, to the RBI officials. The support personnel shall also do necessary modification in configuration of system with the approval and direction of Bank's authorities, if required in consultation with specific OEM/ AMC vendors. The support personnel shall comply with the instructions issued by the Bank from time to time with regard to operation, maintenance, safety and security of ABPC. During absence of the regular support personnel, the consultant shall arrange to provide other support personnel on a temporary basis having requisite qualification/ experience. The consultant should not change their support personnel frequently. The consultant should inform the Bank in writing preferably in advance about the change of support personnel under unavoidable circumstance.

The consultant will provide insurance cover to its Workmen/ Support personnel in the Bank. The support personnel or their legal heirs shall not claim any insurance benefit from the Bank in case workmen/ support personnel suffer any loss or damage to their life or person or property while working in the ABPC.

In addition, the support personnel must comply with the following:

- a) At all times abide by general rules of conduct and discipline as required by RBI and changes made to it from time to time.
- b) At all times strictly follow the confidentiality conditions laid out by RBI and changes made to it from time to time.
- c) The support personnel will be provided with individual security passes to enable access into the office and facilities on the understanding that these will be returned on termination of contract or on replacement of support personnel.
- d) Displaying identity card with photo from the company.
- e) Should submit weekly pending calls report
- f) Monthly downtime report
- g) Monthly report of standby's/ spares deployed, hardware repaired.

In case Bank is not satisfied with the performance of support personnel deputed by the consultant, he shall change the support personnel, if advised by the Bank.

Form A – General Information

Note – If the tenderer is applying under Consortium arrangement, then details of all the entities/ consortium to the arrangement should be provided. Attach separate sheets, if necessary.

Sr.	Particulars	Information furnished by the Tenderer
1	Name of the Tenderer	
	<p>Please specify, the application is submitted -</p> <p>(a) by an independent entity or</p> <p>(b) By an entity drawing expertise/ financial strength from promoter/ parent/ holding entity.</p> <p>(c) under consortium arrangement</p> <p>If submitted under (b) & (c) provide names of the all the parents/ firms/ partners included thereunder. In case of Consortium, name the Lead Partner representing the Consortium and attach Consortium agreement also.</p>	
2	<p>Details of Registration - Registering Authority, Date, and Registration No. etc. Please mention the business/ activity of the firm(s). (Attach an attested photocopy of Certificate of Registration/ Incorporation)</p>	
3	<p>Legal Status of the Tenderer/ Type of the organization: (Whether a partnership Firm/ Private Limited company/ Public Limited Company / Co-operative Body)</p>	
4	Address and other details of the Tenderer	
	(a) Registered Address:	
	(b) Telephone	

	(c) FAX/Tele-fax	
	(d) E-mail id	
	(e) Website	
5	Name of the Proprietor/ Names and titles of Partners/ Directors of the Organization/ Firm	
6	In case the company is a subsidiary, the involvement, if any, of the Parent Company in the Project	
7	Number of years of Consultancy experience	
8	<p>(A) Number of similar consultancy projects undertaken and successfully completed during the last 7 years up to last date of the month preceding the date of issue of this RFP</p> <p>(Details to be given in Form-B separately)</p> <p>(B) Out of projects in (A) above, please mention the number and name of the organisations if any consultancy work was undertaken for establishment of Automated Cash Centre</p>	
9	Names of bankers and their full address (Banker's Report shall be attached separately in Form – G).	
10	Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Commercial Bank in India	
11	Registration Certificate (GSTIN) or any other Taxation Registration required by the Government (A copy of the document shall be submitted)	
12	<p>A. Whether in-house expertise is available for all services/trades</p> <p>B. If not, details of consortium partners involved in the project under the</p>	

	consortium agreement for various trades	
13	Key Personnel and qualified and experienced personnel available in the organization who can be posted for the proposed work in the Bank. (Details to be given in Form- D separately)	
14	Name, Address and other details of the Chartered Accountants/ Auditors of the Firm	
15	Was the tenderer ever required to suspend the project for a period of more than six months continuously after commencement?	
16	Has the tenderer or any constituent partner, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.	
17	Has the tenderer or any constituent partner, ever been debarred/ black-listed for competing in any organization at any time? If so, give details	
18	Whether any Civil Suit/ Litigation arisen in the contracts executed during the last 5 years/ being executed. If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and date and brief details of litigation.	
19	Name, Address and other details of the legal advisors/solicitors, if any, of the tenderer firm	
20	Has the tenderer or any constituent partner, ever been convicted?	
21	Communication details for resolving queries, if any, with regard to the RFP	
	(a) Name of the contact Person	
	(b) Designation	
	(c) Full Postal Address	

	(d) Telephone / Mobile:	
	(e) FAX/Tele-fax:	
	(f) email id	
22	Address of office through which the proposed work of Reserve Bank of India will be handled and the name and designation of the Key Personnel.	

.....
 (Signature, name and address of the Tenderer's executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of
 (Name and address of the Tenderer)

(Seal of the Tenderer)

Form B – Details of Completed Projects

(Note – Details of projects completed in the last 7 years ended as on last date of the month preceding the date of issue of this RFP, to be submitted in all trades)

Project Set	Name of the consultant	Name and address of the clients where the consultancy has been extended	Supporting document number and date	Date of completion	Brief of the work	Comprehensive Architectural Services	WMS	ASRS	Material Handling System (specify AGV or Conveyor System)	Robotics
Set 1										
Set 2										
Set 3										
Other Projects										

We undertake to have performed all trades and the details provided above are true to the best of our knowledge and belief.

.....
(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of

(Name and address of the Tenderer)

(Seal of the Tenderer)

Form C – Details of Ongoing Projects (Current Commitments)

1. Comprehensive Architectural Services

Name and address of the consultant claiming eligibility in the required domain	Name and address of the clients where the consultancy is being extended	Work order number and date	Expected Date of completion of the work	Brief of the work in support of the required qualifying parameters	Any other information

2. Automated Storage and Retrieval System (ASRS)

Name and address of the consultant claiming eligibility in the required domain	Name and address of the clients where the consultancy is being extended	Work order number and date	Expected Date of completion of the work	Brief of the work in support of the required qualifying parameters	Any other information

3. Material Handling System (specify AGV or Conveyor System)

Name and address of the consultant claiming eligibility in the required domain	Name and address of the clients where the consultancy is being extended	Work order number and date	Expected Date of completion of the work	Brief of the work in support of the required qualifying parameters	Any other information

4. Robotic system for material handling

Name and address of the consultant claiming eligibility in the required domain	Name and address of the clients where the consultancy is being extended	Work order number and date	Expected Date of completion of the work	Brief of the work in support of the required qualifying parameters	Any other information

5. Warehouse Management System including Process automation

Name and address of the consultant claiming eligibility in the required domain	Name and address of the clients where the consultancy is being extended	Work order number and date	Expected Date of completion of the work	Brief of the work in support of the required qualifying parameters	Any other information

.....
 (Signature, name and address of the tenderer’s executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of
 (Name and address of the Tenderer)
 (Seal of the Tenderer)

Form D - List of Key Personnel and other staff with their Qualifications and Experience

Name of the Key Personnel	Age	Qualification	Domain of Consultancy expertise (E.g. Logistics, Automation, Project Management, Automated Cash Centre, etc.)	No. of years of total experience in relevant area	Name of the projects handled	Description of projects handled	Date from which employed in your organisation
1	2	3	4	5	6	7	8

Note – Please attached CVs of the Key Personnel

List of Qualified Personnel with Relevant Experience

Domain/ Consultancy expertise	Name	Age	Qualification	Total Experience in the relevant field in number of years	Name of the projects handled	Description of projects handled	Date from which employed in your organization
1	2	3	4	5	6	7	8
Comprehensive Architectural Services							
Automated Storage and Retrieval System (ASRS)							

Material Handling System (Conveyor system or Automatic Guided Vehicle (AGV))							
Robotic system							
Warehouse Management System including Process automation							

Note – Please attached CVs of the Qualified Personnel with Relevant Experience

.....
 (Signature, name and address of the Tenderer’s executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of
 (Name and address of the Tenderer)

(Seal of the Tenderer)

Form E - Format for Financial Position of the Tenderer

S. No.	Name of the Firm	Status of the firm	Consultancy Turnover (Rs in Lakhs)			Net Worth (Rs. In Lakhs)		
			FY 2017-18	FY 2018-19	FY 2019-20	FY 2017-18	FY 2018-19	FY 2019-20

Certification by an Auditor

.....

(Signature, name and address of the Auditor's executive duly authorized to sign on behalf of the Auditor)

For and on behalf of

(Name and address of the Auditor)

(Seal of the Auditor)

Form F – Performance Report from the client

{To be Issued by the General Manager/ Project Manager/ Equivalent Authority of the Client (on their Letter Head) for whom the Tenderer had carried out Eligible Works of similar nature}

To
 The Chief General Manager-in-Charge,
 Reserve Bank of India,
 Department of Currency Management,
 Central Office,
 Mumbai 400 001.

Subject – Certificate regarding performance of the consultant

1	Name of the Consultant:													
2	Name and address of the authority under whom works executed:													
3	Name of Project with brief particulars of work and location of worksite: Details of work undertaken by the consultant	<table border="1"> <thead> <tr> <th>Trade</th> <th>Yes / No</th> </tr> </thead> <tbody> <tr> <td>Comprehensive Architectural Services</td> <td></td> </tr> <tr> <td>Warehouse Management System</td> <td></td> </tr> <tr> <td>Automated Storage and Retrieval System</td> <td></td> </tr> <tr> <td>Material Handling System (Automated Guided Vehicle, Conveyor)</td> <td></td> </tr> <tr> <td>Robotic System</td> <td></td> </tr> </tbody> </table>	Trade	Yes / No	Comprehensive Architectural Services		Warehouse Management System		Automated Storage and Retrieval System		Material Handling System (Automated Guided Vehicle, Conveyor)		Robotic System	
Trade	Yes / No													
Comprehensive Architectural Services														
Warehouse Management System														
Automated Storage and Retrieval System														
Material Handling System (Automated Guided Vehicle, Conveyor)														
Robotic System														

4	Agreement No. and date:	
5	Agreement amount:	
6	Date of commencement of work:	
7	Stipulated date of completion:	
8	Actual date of completion:	
9	Details of Reward compensation granted in case of early completion / Liquidated Damages, etc. levied for delay in completion of the project, if any, (please indicate amount):	
10	Gross amount of the work completed and paid (please attach a copy of the TDS Certificate):	
11	Performance report: (Please Rate the Service of the Consultant)	
	Whether the consultant employed qualified Engineer/Overseer /Supervisors during execution of work?	Yes / No
	Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory /Poor
12	i) Did the consultant go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the consultant.	
	a) Technical proficiency	Outstanding / Very Good / Good / Satisfactory /Poor
	b) General behavior	Outstanding / Very Good / Good / Satisfactory /Poor
	c) Financial Soundness	Outstanding / Very Good / Good / Satisfactory /Poor
	d) Mobilisation of Manpower	Outstanding / Very Good / Good / Satisfactory /Poor
	Note : All columns should be filled in properly	“Countersigned” Signature of the Reporting Officer with Office seal

Form G - Format of Banker's Certificate

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm
3. Credit facility/ Overdraft facility enjoyed by the firm.
4. Dealings
5. The period from which the firm has been banking with your bank.
6. Any other remarks

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with consultancy contract.

(Signature and stamp)
For the bank

Note:

1. Bankers' certificates should be on letterhead of the bank, sealed in cover addressed to The CGM-in-Charge, Reserve Bank of India, Department of Currency Management, Central Office, 4th Floor, Amar Building, Sir P.M. Road, Fort, Mumbai - 400001.
2. In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Form H - Pre-Contract Integrity Pact

1. General

This pre-bid pre-contract Agreement (hereinafter called the "Integrity Pact") is made on _____ day of the month of _____ 2021 between, the Department of Currency Management, Reserve Bank of India acting through Shri, Chief General Manager-in-Charge, Department of Currency Management, Mumbai (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Mr/ Ms _____,(Add designation of the TENDERER) (hereinafter called the "TENDERER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to receive comprehensive consultancy services for establishment of Automated Banknote Processing Centre (ABPC) and the TENDERER is willing to offer/ has offered the services and

WHEREAS the TENDERER is a (please indicate category e.g. private company/public company/Government undertaking/partnership, etc.) constituted in accordance with(please indicate the relevant law/statute) and the PRINCIPAL is a statutory body incorporated under the Reserve Bank of India Act, 1934.

NOW, THEREFORE,

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

Enable the PRINCIPAL to receive the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enable TENDERER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the PRINCIPAL

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

2.2 The PRINCIPAL will, during the pre-contract stage, treat all TENDERERS alike, and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

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

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

3. Commitments of TENDERER

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

3.1.1 The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.1.2 The TENDERER further undertakes and declares/represents that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PRINCIPAL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PRINCIPAL

3.1.3 TENDERER shall disclose in writing the name and address of representatives and Indian TENDERERS shall disclose their foreign principals or associates.

3.1.4 TENDERER shall disclose in writing the payments to be made by them to any intermediary, in connection with this bid/contract.

3.1.5 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose in writing payments, if any, he has made / is committed to or intends to make to officials of the PRINCIPAL or their family members or any other intermediaries in connection with the contract or otherwise and the details of services agreed upon for such payments.

3.1.6 The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.1.7 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.1.8 The TENDERER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, without written consent of the PRINCIPAL. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.1.9 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.1.10 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.1.11 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the TENDERER's firm, the same shall be disclosed in writing by the TENDERER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 of India.

3.1.12 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL

4. Previous Transgression

4.1 The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company/entity in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

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

5. Earnest Money Deposit

5.1 While submitting the Bid in the main tender, the TENDERER shall deposit an amount as may be specified by the PRINCIPAL in the main tender (as Earnest Money Deposit) with the / PRINCIPAL through instruments, the detail of which along with the amount will be notified by the PRINCIPAL in the main tender.

5.2 In case of the successful TENDERER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

6.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

6.1.4 To recover all sums already paid by the PRINCIPAL, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing six months Marginal Cost of funds based Lending Rate (MCLR) of State Bank of India, while in case of TENDERER from a country other than India with interest thereon at 2% higher than the six months LIBOR. If any outstanding payment is due to the TENDERER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

6.1.6 To cancel all or any other Contracts with the TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

6.1.7 To debar the TENDERER from participating in future bidding processes of the PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.8 To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker or any other intermediary with a view to securing the contract. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the TENDERER, the same shall not be opened.

6.1.9 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent External Monitor

8.1.1 The PRINCIPAL has appointed Mr. Jayant Kumar Banthia, Office of the Chairman, SICOM, Mumbai, as the Independent monitor (hereinafter referred to as Monitor) for this Pact.

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

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

8.1.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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

8.1.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the PRINCIPAL including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-consultants. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/Subcontractor(s) with confidentiality.

8.1.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its authorized agencies shall be entitled to examine all

the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the TENDERER, including warranty period, whichever is later. In case a TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of its execution.

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

13. The parties hereby sign this Integrity Pact at _____ on _____

PRINCIPAL
Name of the Officer
Designation
Reserve Bank of India
Department of Currency Management

TENDERER
Name of the Authorised Signatory
Designation
Name of the TENDERER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Form I - Non-Disclosure Agreement

I,(Name of the Tenderer), hereby agree to abide by the following conditions -

a) The Tenderer shall treat all documents, information, data and communication of and with the Reserve Bank of India (“RBI”/“Bank”) as confidential.

b) Successful Tenderer shall not, without the Bank’s prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings/ designs furnished by or on behalf of the Bank to any person other than the person(s) employed by the Agency in the performance of the work.

c) Further, any such disclosure to any such person employed by the Tenderer shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.

d) The Tenderer shall not, without the Bank’s prior written consent, make use of any document or information mentioned in these conditions of the RFP except for the sole purpose of performing this RFP.

.....
(Signature, name and address of the Tenderer’s executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of
(Name and address of the Tenderer)

(Seal of the Tenderer)

Form J – Proforma of Bank Guarantee for Earnest Money Deposit
(On Non-Judicial Stamp Paper of appropriate value)

Place: _____
Date: _____

The Chief General Manager-in-Charge

Dear Sir,

Name of Work :

.....
.....

Ref.:

WHEREAS

The Reserve Bank of India, having its Central Office at, Sir PM Road, Fort, Mumbai – 400001 (hereinafter called the “RBI”) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs.30,00,000/- (Rupees Thirty Lakh only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/ Bidder) _____, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/ Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs.30,00,000/- (Rupees Thirty Lakh only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as

the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. 30,00,000/- (Rupees Thirty Lakh only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. 30,00,000/- (Rupees Thirty Lakh only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. 30,00,000/- (Rupees Thirty Lakh only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer 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 Tenderer of his obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. 30,00,000/- (Rupees Thirty Lakh only).

b) Our liability under these presents shall not exceed the sum of Rs. 30,00,000/- (Rupees Thirty Lakh only).

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

obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to six months from the last date of receipt of tender provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of the Bank.

Authorised Official (with seal)

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

Form K - Declarations

The Tenderer declares/ undertakes that -

- I. The signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.
- II. The Tenderer is not in the list of blacklisted /debarred firms of any Government Agency / Central Bank / Monetary Authority anywhere in the world, for participating in the RFP, under that country's laws or official regulations.
- III. The Tenderer accepts all the terms and conditions of this RFP and abides by it without any counter conditions.
- IV. The information given in the documents is correct and the Tenderer is aware that any information provided is found to be false at a later stage, the Bank reserves the right to reject / disqualify the Tenderer at any stage without assigning any reason.
- V. No agents are engaged or proposed to be engaged for participation in this RFP.
- VI. The operation of the Tenderer in Pakistan or China, if any, would be suitably firewalled from the contract/ operations with Government of India. No employee who has previously worked or been posted in Pakistan or China in any capacity would be engaged by the Tenderer for this project and that no Pakistan/ Chinese national or person of Pakistan/ Chinese Origin would be engaged by the Tenderer for the project.

.....

(Signature, name and address of the Tenderer's executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of

(Name and address of the Tenderer)

(Seal of the Tenderer)

Form L – Proforma of Bank Guarantee for Performance Security
(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : _____

Date : _____

The Regional Director
Reserve Bank of India,

Dear Sir,

Establishment of Automated Banknote Processing Centre (ABPC)
Bank Guarantee for Performance Security Deposit

WHEREAS

Reserve Bank of India, having its Central Office at, Sir PM Road, Fort, Mumbai – 400001, (hereinafter called “the RBI”) has awarded the Contract for the captioned project (hereinafter called the "Consultant") to M/s _____ (Name of the Consultant) (hereinafter called "the said Consultant" which expression shall include its successors and assigns).

AND Whereas the Consultant is bound by the said Contract to submit to RBI a Performance Security for a total amount of Rs. _____ (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 consultant, 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, Assigns that in the event of the RBI coming to the conclusion that the Consultant has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said consultant; we shall on demand by the RBI, pay 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 Consultant 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 stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in

the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Consultant 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 six months beyond stabilisation 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) 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).

Form M – Professional Indemnity Bond for Consultancy assignment

On a stamp paper of Rs.200/-

This **INDEMNITY BOND** is executed at Mumbai on this ____ day of _____ 2021____
by M/s..... having its registered office at _____(hereinafter
called the “**Indemnifier**” which expression shall mean and include their successors,
administrators, executors, legal representatives and assigns) in favour of the Reserve
Bank of India having its Central office at Amar Building, Sir PM Road, Fort, Mumbai –
400001 (hereinafter called the “**Indemnified/ RBI/ Bank**” which expression shall mean
and include its successors, legal representatives, administrators and assigns).

WHEREAS the(name of the Indemnifier) as per the provisions of the contract
between the(name of the Indemnifier) and RBI has/ have started/ shall
commence consultancy work for establishment of Automated Banknote Processing
Centre (ABPC) in accordance with the requirements and scope specified in the RFP.

AND WHEREAS the(name of the Indemnifier) shall indemnify the RBI against
any damage, expense, liability, loss or claim which the RBI might incur, sustain or be
subject to arising from any breach of the(name of the Indemnifier) design
responsibility (including technical and automation design) till completion of service life of
the ABPC facility.

AND WHEREAS the indemnifier has agreed to furnish such indemnity to the
Indemnified;

NOW **THIS BOND OF INDEMNITY WITNESSETH** that the(name of the
Indemnifier) along with the below mentioned two sureties hereby jointly and severally
guarantee and agree at all times to save and defend and keep harmless the Indemnified
/ RBI, their successors and assigns and keep indemnified the RBI from and against all

claims, demands, actions, proceedings, losses, damages, judgements, costs, charges and expenses which may be brought against the RBI or commenced against the RBI and which the RBI may have to incur, pay or suffer directly or indirectly on account of or in connection with the following:-

(1) Any type of negligence or non-compliance of or deviation from rules and regulations or in respect of the faulty design and specifications of the facility including all trades suggested by the(name of the Indemnifier), at any stage during consultancy or thereafter. In such event, the RBI shall not be held responsible.

(2) Any damage to the ABPC facility due to faulty design, substandard technique(s) or any other reasons whatsoever.

(3) At any time during the period of consultancy, it is found that the design or execution is not carried out in accordance with the plan and design approved by the RBI for allowing the establishment of ABPC, or it is subsequently detected that any paper / document submitted by the(name of the Indemnifier) is / are false or has not been issued by the concerned competent authority, or execution is at variance with the guidelines and instructions issued thereof. In such event, the RBI shall have the right to suspend the consultancy and direct the(name of the Indemnifier) to remedy the defects failing which money deposited with the RBI shall be forfeited and legal action will be initiated by the RBI.

(4) Non-compliance/ non-adherence to the indemnification to RBI with regard to any damage, expense, liability, loss or claim which the RBI might incur, sustain or be subject to arising from any breach of the(name of the Indemnifier) design responsibility (including technical and automation design) till completion of service life of the ABPC facility by the(name of the Indemnifier) of the requirements of the NBCI, relevant IS Codes, technical standards, laws, designs including structural designs any inadequacy, insufficiency, impracticality or unsuitability in or of the Bank's requirements or any part thereof and failure to fulfill their responsibility in respect of the

suitability, adequacy, integrity, durability and practicality of the RBI's proposal. In such event, the consultant shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at the(name of the Indemnifier) own cost.

IN WITNESS WHERE OF, this Bond of indemnity is executed on.....at Mumbai in the presence of the following witnesses.

SIGNED AND DELIVERED

.....(name of the Indemnifier)

Witnesses:

1. Name and (full address)
2. Name and (full address)

Sureties

1. Name and (full address)
2. Name and (full address)

.....(name of the Indemnifier)

arising out of the Consortium’s bid for comprehensive consultancy services for establishment of ABPC and/ or upon award thereof until the establishment of ABPC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2021.....

For (Signature) (Name & Title) For (Signature) (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses: 1.

2.

(Executants) (To be executed by all the Members of the Consortium)

Notes:

1. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by tenderers from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form O - Undertaking from the Parent Company

(On the Letter Head of the Parent Company)

Name:
Full Address:
Telephone No.:
E-mail address:
Fax/No.:

To,
.....

Dear Sir,

We refer to the RFP No.....dated.....for “Engagement of Comprehensive Consultancy Services for Establishment of ABPC”.

2. We have carefully read and examined in detail the RFP, including in particular, **Clause 2.6** of the RFP, regarding submission of an undertaking, as per the prescribed **Form – O** of the RFP.

3. We confirm that M/s.....(Insert name of Bidding Entity/) has been authorized by us to use our Technical capability for meeting the Technical Eligibility as specified in **Clause 2.6** of the RFP referred to above.

4. We have also noted the amount of the Performance Guarantee required to be submitted as per **Clause 4.44.2** of the RFP the(Insert the name of the Bidding Entity) in the event of it being selected as the Successful Bidder”.

5. In view of the above, we hereby undertake to you and confirm that in the event of failure of(Insert name of the Bidding Entity) to submit the Performance Guarantee in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee not submitted by(Insert name of the Bidding Entity)”. We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Entity has approved issue of this Undertaking by the Entity.

6. All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Signature of Managing Director/Authorised signatory
Common seal ofhas been affixed in my/our presence pursuant to
Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

1.Name.....

Designation.....

.....

(Signature)

2.Name.....

Designation.....

Form P – Certificate of compliance with Rule 144 (xi) of General Financial Rules, 2017

(On the letterhead of the Tenderer)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

The evidence of valid registration by the Competent Authority is attached herewith.

.....

(Signature, name and address of the Tenderer's executive duly authorized to sign on behalf of the Tenderer)

For and on behalf of

(Name and address of the Tenderer)

(Seal of the Tenderer)