



**Reserve Bank of India  
Issue Department  
Bhubaneswar**

**NOTICE INVITING E-TENDER (NIT)  
E-Tender for Supply of Labour at RBI, Bhubaneswar**

The Regional Director, Reserve Bank of India, Bhubaneswar (hereinafter called “the Bank”), invites e-tenders under Two-Bid system (Technical & Financial Bid) from reputed, experienced and licence holder labour contractors for supply of sufficient number of adult and able bodied labourers / mazdoors for loading, unloading, weighing, carrying, spreading, stacking of coins bags/note boxes; collection/packing/shifting/stacking of shredded currency note briquettes and also for miscellaneous incidental items of work in the premises of the RBI Bhubaneswar including loading, unloading, stacking of note boxes at Railway Stations / Airports or any premises identified by RBI BHUBANESWAR.

2. The period of contract will initially be for about 10 months (tentatively from June 01, 2022 to March 31, 2023) and may be extended by RBI BHUBANESWAR at its opinion for a further period of two years, one year each at a time with or without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions.

3. The detailed information regarding above e-Tender/s will be available at MSTC website <https://www.mstcecommerce.com/eprochome/rbi>. The details of eligibility criteria and the detailed notice inviting Tender are also available on the corporate website of the Bank at <https://www.rbi.org.in>. The Tendering would be done through the e-Tendering portal of M/s MSTC Ltd (<https://www.mstcecommerce.com/eprochome/rbi>). All interested bidders must register themselves with M/s MSTC Ltd through the above referred website to participate in the e-Tendering process.

4. The last date for submission of online bids is May 11, 2022 up to 02.30 PM and Part-I of the Tender will be opened on the same day at 3:00 PM. The Part II i.e., price bids will be opened in respect of only those Contractors/bidders who satisfy all criteria stipulated in Part I.

5. The schedule for the e-Tendering process is as under:

<b>E-Tender Schedule</b>	<b>Schedule Date and time</b>
Availability of NIT for viewing	April 19, 2022 from 05:30 PM to May 02, 2022 up to 5.30 PM.
Pre-Bid meeting	May 03, 2022 at 11:30 AM
Period of bidding online	May 04, 2022 from 10:30 AM to May 11, 2022 up to 02:30 PM.
Date of opening of Part I	May 11, 2022 on or after 3:00 PM.

6. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reason thereof.

**Note:** All the Tenderers must note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the website of RBI and MSTC Ltd. as provided above and will not be published in any newspaper.

**Regional Director  
Reserve Bank of India  
Bhubaneswar**

## **DISCLAIMER**

Reserve Bank of India, Issue Department, Bhubaneswar (RBI BHUBANESWAR) has prepared this document to provide background information of work to interested parties. While RBI BHUBANESWAR has taken due care in the preparation of the information contained herein and believe it to be in order, neither RBI BHUBANESWAR nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The purpose of this document is to provide interested parties with information of work. This document may not be appropriate for all persons, and it is not possible for neither RBI BHUBANESWAR nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors to consider the particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document may not be complete, accurate, adequate or correct. Each Tenderer should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI BHUBANESWAR in submitting the Tender. The information is provided on the basis that it is non – binding on RBI BHUBANESWAR or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

RBI BHUBANESWAR does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons whatsoever. RBI BHUBANESWAR also reserves the right not to proceed with tender or to change the configuration of the tender, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any Tenderer expressing interest. No reimbursement of cost of any type shall be paid to persons or entities expressing interest.

In view of the serious implications involved in the work, the contract for all the items of work specified in the schedule of the tender application will be awarded to a single party and not to multiple agencies on a piece meal basis.

RBI BHUBANESWAR does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.

The agreement / contract for supply of adult and able-bodied labourers / mazdoors is in the nature of a rate contract. RBI BHUBANESWAR neither promises nor assures any specific quantity of job under the contract.

Rates should be quoted both in figures and words in columns specified. In case of discrepancy, the rate quoted in words will be considered final. No advice of any change in rate or conditions after the opening of the tender will be entertained. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever.



**Reserve Bank of India  
Issue Department  
Bhubaneswar**

**NOTICE INVITING TENDER (NIT)  
(ONLY THOROUGH E-PROCUREMENT METHOD)**

**NOTE: THIS IS AN OPEN TENDER ENQUIRY. Those bidder/vendors who fulfil eligibility criteria as indicated in this document and submit the details as directed therein ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. Bidders may check their eligibility for participation in this Tender before submitting the bids.**

A. Nature of work	Tender for supply of sufficient number of adult and able bodied labourers / mazdoors for loading, unloading, weighing, carrying, spreading, stacking of note boxes/coins bags; collection/packing/shifting/stacking of shredded currency note briquettes and also for miscellaneous incidental items of work in the premises of the RBI Bhubaneswar including shifting of empty boxes and loading, unloading, stacking of note boxes at Railway Stations / Airports or any premises identified by RBI BHUBANESWAR.
B. E - Tender No.	RBI/Bhubaneswar / Issue/ 01/22-23/ET/25
C. Mode of Tender	e-Procurement System (Online) Part I – Technical Bid and Part II – Price Bid Through <a href="https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp">https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</a>
D. Estimated value of work	₹26,00,000/- (Rupees Twenty Six Lakh only) for period of 10 months (tentatively from June 01, 2022 to March 31, 2023).
E. Date from and to which Notice Inviting Tender (NIT) will be available to parties for download	April 19, 2022, from 05:30 PM to May 02, 2022, up to 05:30 PM
F. Pre-Bid meeting (Off-line)	May 03, 2022, at 11:30 AM Venue:– Issue Department, Reserve Bank of India, Pt. Jawaharlal Nehru Marg, Secretariat Marg. Bhubaneswar- 751001.
G. Earnest Money Deposit (EMD)	₹ 52,000/- (Rupees Fifty Two Thousand only) to be deposited in account no. 186003001 & IFSC– RBIS0BBPA01 of RBI Bhubaneswar (by NEFT only) on or before the date given in NIT.
H. Last date of receipt of of EMD through NEFT	On or before 11.30 AM of May 11, 2022
I. Transaction Fee	As applicable Payment of Transaction fee will be through MSTC payment gateway/NEFT/RTGS in favour of MSTC Ltd.
J. Last date of submission of Transaction fee	1 day (one working day) before the last date of closing of e-tender i.e., May 10, 2022, up to 5:00 PM.
K. Date of starting of e-tender for	May 04, 2022, from 10:30 AM.

submission of on line Technical Bid and Price Bid at <a href="http://www.mstcecommerce.com/epochome/rbi">www.mstcecommerce.com/epochome/rbi</a>	
L. Date of closing of online e-tender for submission of Technical Bid & Price Bid	May 11, 2022 by 02:30 PM.
M. Date and time of opening of Part-I (i.e. Technical Bid)	May 11, 2022 on or after 3:00 PM

In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein. Tender document can be downloaded from [https://www.mstcecommerce.com/epochome/rbi/buyer\\_login.jsp](https://www.mstcecommerce.com/epochome/rbi/buyer_login.jsp) and [www.rbi.org.in](http://www.rbi.org.in).



**Reserve Bank of India  
Issue Department, Bhubaneswar**

**E-Tender for Supply of Labour  
(RBI/Bhubaneswar / Issue/ 01/22-23/ET/25)**

**PART I**

**Scope of work and commercial & special conditions  
(Section I to V)**

<b>Content</b>		
<b>SI No.</b>	<b>Sections</b>	<b>Description</b>
1	I	Form of Tender
2	II	Instruction to Bidders
3	III	General Terms and Conditions for Labour Contract
4	IV	Details to be filled by the Tenderer
5	V	Draft Agreement
<b>PART II</b>		
Price Bid		

**Section I**  
**Form of Tender**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To,  
The Regional Director  
Reserve Bank of India  
Issue Department  
Pt. Jawaharlal Nehru Marg  
Bhubaneswar – 751 001

Dear Sir,

Having examined the specifications and schedule of Quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the nature of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified, at the rates mentioned in the attached Schedule of Quantities, specifications and in accordance with all respects, in Agreement with the Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

<b>Sr. No</b>	<b>Particulars</b>	<b>Details of Tender</b>
1	Description of works	Supply of sufficient number of adult and able bodied labourers / mazdoors for handling coin bags and note boxes for loading, unloading, weighing, carrying, spreading, stacking of coins bags/note boxes; collection/packing/shifting/stacking of shredded currency note briquettes and also for miscellaneous incidental items of work in the premises of the RBI, Bhubaneswar including loading, unloading, stacking of note boxes at Railway Stations / Airports or any premises identified by RBI, Bhubaneswar. Also, supply of Mazdoors for carrying out different items of work as specified in the schedule.
2	Estimated cost / expenditure which may be incurred by RBI Bhubaneswar during one year period	₹ 26,00,000/- (Rupees Twenty Six Lakh only) The amount is indicative only and RBI Bhubaneswar is not under any obligation to incur expenditure equal to or exceeding the estimated cost / expenditure mentioned in this memorandum.
3	Earnest Money Deposit (EMD)	₹ 52,000/- (Rupees Fifty Two Thousand only) to be paid by way of NEFT to Reserve Bank of India, Bhubaneswar A/c No: 186003001 IFSC: RBIS0BBPA01 ('0' is Zero at both places)
4	Security Deposit	₹ 2,00,000/- (Rupees Two Lakh only) to be paid by way of NEFT to Reserve Bank of India, Bhubaneswar A/c No:186003001 IFSC: RBIS0BBPA01 (0 is zero)
5	Mode of payment	NEFT
6	Contract Period	Initially for about 10 months (tentatively from June 01, 2022 to March 31, 2023)

7	Extension of the contract	The contract may be extended by RBI Bhubaneswar at its discretion for a further period of two years, one year each at a time with/without any variations in terms and conditions of the original contract agreement subject to the terms and conditions mutually agreed upon between the parties.
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Should this Tender be accepted, I/We hereby agree to abide by and fulfil the terms, conditions and provisions of the said contract agreement annexed hereto so far as they may be applicable.

Name of the Partner of the firm or the person Authorized to sign

Or

Name of person having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney authorizing the above signatory should be enclosed). Failure to enclose the same shall lead to rejection of the Tender.

Yours faithfully,

Signature of the Tenderer



## Section II

### **Instructions to Bidders (Important Instructions regarding e-procurement)**

This is an e-procurement event of Reserve Bank of India, Bhubaneswar. The e-procurement service provider is MSTC Limited.

Bidders are requested to read and understand the terms and conditions in the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting the online tender.

<b>1</b>	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be / has to be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors have to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Bhubaneswar is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT</b> <b><a href="https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp">https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</a></b></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU / Govt.Depts → RBI Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, Bhubaneswar, (before the scheduled time of the e- tender).</p> <p><b>Contact person (MSTC): MSTC Bhubaneswar</b></p> <table border="1"><tr><td>D.M.V. Satyasai, Branch Manager,  6370350776, 0674-2544199/2950091 Mail id: <a href="mailto:bmbbrmstc@mstcindia.in">bmbbrmstc@mstcindia.in</a></td><td>Mahesh Ramavath, Deputy Manager,  0674-2571699, 08801281004 Mail id: <a href="mailto:rmahesh@mstcindia.co.in">rmahesh@mstcindia.co.in</a></td></tr></table> <p><b>Contact person (RBI Bhubaneswar):</b></p> <table border="1"><tr><td>Aloka Ranjan Ranarahu, AGM <a href="mailto:arranarahu@rbi.org.in">arranarahu@rbi.org.in</a> 0674- 2394866</td><td>Annet Shradha Topno, Manager <a href="mailto:astopno@rbi.org.in">astopno@rbi.org.in</a> 0674-2394867</td></tr></table> <p><b>B) System Requirement:</b></p> <ol style="list-style-type: none"><li>i) Windows 7 or above Operating System</li><li>ii) IE-7 and above Internet browser as well as Chrome, Opera, Mozilla Firefox.</li><li>iii) Signing type Digital Signature</li><li>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li></ol>	D.M.V. Satyasai, Branch Manager,  6370350776, 0674-2544199/2950091 Mail id: <a href="mailto:bmbbrmstc@mstcindia.in">bmbbrmstc@mstcindia.in</a>	Mahesh Ramavath, Deputy Manager,  0674-2571699, 08801281004 Mail id: <a href="mailto:rmahesh@mstcindia.co.in">rmahesh@mstcindia.co.in</a>	Aloka Ranjan Ranarahu, AGM <a href="mailto:arranarahu@rbi.org.in">arranarahu@rbi.org.in</a> 0674- 2394866	Annet Shradha Topno, Manager <a href="mailto:astopno@rbi.org.in">astopno@rbi.org.in</a> 0674-2394867
D.M.V. Satyasai, Branch Manager,  6370350776, 0674-2544199/2950091 Mail id: <a href="mailto:bmbbrmstc@mstcindia.in">bmbbrmstc@mstcindia.in</a>	Mahesh Ramavath, Deputy Manager,  0674-2571699, 08801281004 Mail id: <a href="mailto:rmahesh@mstcindia.co.in">rmahesh@mstcindia.co.in</a>				
Aloka Ranjan Ranarahu, AGM <a href="mailto:arranarahu@rbi.org.in">arranarahu@rbi.org.in</a> 0674- 2394866	Annet Shradha Topno, Manager <a href="mailto:astopno@rbi.org.in">astopno@rbi.org.in</a> 0674-2394867				

	<p>To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.</p> <p>Tools =&gt; Internet Options =&gt;Security =&gt; Disable Protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page <a href="http://www.msctcecommerce.com">www.msctcecommerce.com</a> once)</p>
2	<p>A) All vendors fulfilling the eligibility criteria as indicated in Section I need to upload documents as indicated therein in support thereof along with the tender. Only such bidder(s) will be conveyed to proceed with bid procedure.</p> <p>B) Part I Techno-Commercial bid will be opened electronically on specified date and time given in the NIT. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable to RBI, Bhubaneswar. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Hence, bidders may note to submit the most competitive prices while submitting the price bid. However, in case the lowest bid/rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the bid/rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b><u>Special Note towards Transaction Fee:</u></b> Payment of Transaction Fee should be paid in favour of MSTC Limited through the “Transaction fee Payment” link available in your login.</p> <p>Step-1) The Vendors are required to select the E-tender No. (as mentioned above) from the dropdown to make the transaction fee against that e-tender.</p> <p>Step-2) Thereafter they have to select the mode through which they want to make transaction fee payment. The Transaction fee can be paid through “Online Payment” mode or through “NEFT/RTGS” mode to MSTC.</p> <p>Upon the successful transaction of payment, your vendor id will be activated automatically &amp; the system will automatically provide access to fill the technical as well as price bid.</p> <p><b>NOTE:</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after</p>

	<p>receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in Bank as it becomes difficult to ascertain the details of the remitter of such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. <b>Transaction Fee is non-refundable.</b></p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5	<p>Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, Bhubaneswar as advised in the NIT.</p> <p>Vendors are advised to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is <b>4 MB</b>.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Bhubaneswar and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, Bhubaneswar as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7	<p>a) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the bidders only.</p> <p>b) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a> of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9	<p><b><u>Bidding in e-tender</u></b></p> <p>a) Bidder(s) need to deposit/submit necessary EMD and Transaction fee separately for the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Bhubaneswar immediately after award of work. EMD of successful bidder will be refunded after receipt of Security Deposit for the same.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website</p>

	<p><a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU /Govt Depts →RBI  Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (For details refer vendor guide &amp; FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p><b>NOTE:</b> - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter <b>SUPPLIER/CONTRACTOR</b>.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Bank (please check whether Bank or Buyer) reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11	No deviation to the technical and commercial terms & conditions are allowed.
12	RBI, Bhubaneswar has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a> of MSTC Ltd.
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

## General Instructions and Terms and conditions for Supply of Labour

### Scope of Work

The tenderer shall supply sufficient number of adult and able bodied labourers/ mazdoors as specified in requisition for:

- (i) Loading, unloading, weighing, carrying, spreading, stacking of coins packed in bags and also for miscellaneous incidental items of work in the premises of the RBI, Bhubaneswar or any premises identified by the Bank.
- (ii) For loading, unloading, stacking of full note boxes in the premises of the RBI Bhubaneswar, Railways Stations / Airports or any premises identified by the Bank.
- (iii) For collection/packing/shifting/stacking of shredded currency note briquettes

### Eligibility:

The tenderer must be a reputed, experienced and licence holder Labour Contractor having:

- (i) Minimum three years of experience in undertaking similar work
- (ii) Minimum average annual turnover of at least 25% of estimated expenditure during the last three years duly supported by audited financial statements.
- (iii) Positive net worth as per the latest audited balance sheet. The tenderers shall submit solvency certificate duly certified by the bank.
- (iv) The Contractor should possess a valid licence issued by the Assistant Labour Commissioner, Government of India as provided under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulations and Abolition) Central Rules, 1971.
- (v) The tenderer shall have Permanent Account Number (PAN) and GSTN number, as applicable to discharge the duties.
- (vi) In case of successful award of the contract, the tenderer shall have an Office/ local representative within Municipal area of the Regional Office of the Bank for execution of the contract.
- (vii) The tenderer shall maintain an account with any of the scheduled commercial banks. The name of the bank and nature of account maintained should be furnished to the Bank.

**Note:** The Tenderer(s) shall submit documentary evidences in support of their claims of possessing the required qualification / eligibility criteria. Please note that for being eligible to participate in the e-tendering process, all the prospective Tenderer(s) are required to complete all the formalities prescribed by MSTC Ltd (service provider for e-tendering) and also obtain necessary log-in id/password and knowledge for placing the tenders in the system/portal. The System will not allow any person/firm to log-in at the portal of MSTC Ltd and view the tender document/other conditions without authentic log-id and password. Further, an e-tender submitted without necessary approvals / supporting documents or by an entity who is found to be not satisfying any of the above criteria, will be rejected by the system and no request or claims for reconsideration will be entertained. Decision of MSTC Ltd. in this regard shall be final.

### Commencement/Renewal

- a. On receipt of an intimation from the Bank of the acceptance of his/her tender, the successful

tenderer shall be bound to execute and implement the contract and shall sign an agreement with the Bank within a week in accordance with the terms and conditions in Tender document and the draft Contract Agreement and the schedule of rates.

- b. The initial contract shall be valid for about 10 months (tentatively from June 01, 2022 to March 31, 2023), which can be extended by the Bank at its opinion for a further period of two years, one year each at a time with/without any variation in the terms and conditions of the original Contract Agreement, subject to satisfactory performance of the contractual terms and conditions as agreed upon between the parties.
- c. When the period of the contract is about to expire, the matter of extension of the contract may be considered by the Bank. Three months before the expiry of the existing contract, the Contractor shall provide in writing to the Bank, whether she/he is willing to renew the contract for a further period on the existing terms and conditions.

#### **Security:**

- a. The Contractor shall deposit Rs. 2,00,000/- (Rs. Two Lakh only) as Security Deposit with the Bank for the execution and due fulfilment of the contract and no interest shall be payable on the amount of Security Deposit.

#### **Duties of the Contractor:**

It shall remain the Contractor's responsibility to successfully execute the contract till the completion of validity period. In case contractor fails to deliver the assigned work, her/his Security Deposit shall be forfeited. Further, the contractor has to indemnify the Bank from any type of loss due to any negligence on its part and for which the Bank is not responsible.

- a. The Contractor shall, at all times during the period of the contract, within twelve hours from the receipt of written or verbal notice to the effect from General Manager/ Deputy General Manager-in-charge, RBI, Issue Department, Bhubaneswar or any of his subordinate officer(s), supply sufficient number of adult and able bodied labourers / mazdoors for handling coin bags and note boxes for loading, unloading, weighing, carting, spreading, stacking of coins bags/note boxes; collection/packing/shifting/stacking of shredded currency note briquettes and also for miscellaneous incidental items of work in the premises of the RBI, Bhubaneswar including, loading, unloading, stacking of note boxes at Railway Stations / Airports or any premises identified by RBI Bhubaneswar. Such requisition notice may be delivered to the Contractor by means of telephone or mobile or e-mail or fax etc. The notice may be cancelled by RBI Bhubaneswar by issuing another notice, orally or in writing not less than three hours before the time fixed for handling of note boxes/coin bags/shredded currency note briquettes. In such case RBI Bhubaneswar shall not make payment to the Contractor by way of remuneration, compensation etc.
- b. The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on day/days declared as "Public Holiday/s" under the Negotiable Instruments Act, 1881 including Saturday and Sunday or any other extant Statute/Provision or Notification of the Government of India or Government of any State applicable in this respect.
- c. On urgent occasions /cases, certified as such by the GM/DGM, the Contractor shall comply with the request to provide mazdoors /labourers in sufficient numbers at short notice of three hours' in lieu of twelve hours' notice. The decision regarding any occasion/case being

urgent shall rest with RBI Bhubaneswar and it shall be sufficient for the purpose of this contract that RBI Bhubaneswar has conveyed such notice and identified it as urgent. The Contractor shall comply with the same and act accordingly. The loading and unloading of Coin Bags and Note Boxes shall be carried out in a closed area i.e. the safety-yard.

- d. The Contractor shall make good and reimburse to the Bank any damage or loss sustained by reason of any defect(s) caused due to inability/activity of mazdoors or deployment of insufficient mazdoors by the Contractor or from any incompetence, negligence or defect or delay in weighing, loading, unloading, storing, carting, packing, unpacking, carrying and delivering the coin bags/ note boxes or packing and stacking of Note briquettes or by reason of any act of dishonesty or fraudulent conduct on his/ her part or on the part of mazdoors or other personnel engaged by the Contractor.
- e. The Bank shall have right to direct the Contractor not to engage the services of any mazdoor/worker who are incompetent and/or negligent and who are found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in RBI Bhubaneswar or otherwise. On receipt of such direction from RBI Bhubaneswar, the Contractor shall immediately stop engaging the services of such workers/mazdoors. If the Contractor fails to comply with the direction of RBI Bhubaneswar, RBI Bhubaneswar may impose penalty of ₹ 500/- (Rupees Five Hundred Only) per person per day for the period of such non-compliance. In case of sustained non-compliance or frequent recurrence, RBI BHUBANESWAR may cancel the contract and forfeit the Security Deposit.
- f. The Contractor shall make suitable arrangement for taking insurance cover against the personal injuries likely to be suffered by the labourers engaged by the contractor in connection with the contract and he should ensure that the insurance cover is kept alive during the currency of this agreement. The GM/DGM, Issue Department, Bhubaneswar shall have the right to call upon the Contractor to furnish the insurance policies so purchased and verify, examine or scrutinize the same to satisfy himself about the adequacy of the insurance cover taken by the Contractor. If it is determined that the insurance cover is not sufficient (amount) or does not cover all the risks to which employees/mazdoors are exposed having regard to the risk involved in the work of the contract employees, the Contractor shall purchase insurance cover for the additional amount as well as for the risks not covered in the existing insurance policy to make up for the insufficiency.
- g. The Contractor shall furnish a list containing the names of the mazdoors, supervisors or other employees / officials who shall be associated with carrying out of the work subject of this agreement immediately after receipt of the letter from the Bank regarding awarding of the contract. The Contractor shall also furnish photographs, residential addresses, permanent addresses and character certificates of the mazdoors, helpers, supervisors or other employees / officials referred to above. The Contractor shall get the antecedents and character of all the mazdoors, helpers, supervisors or other employees / officials verified by the Police Department before the commencement of the contract.
- h. The Contractor shall ensure that all the works/activities are carried out in a proper, careful, expeditious and workman-like manner. The complete works/activities should be carried out without causing any damage to the Notes Boxes, Coin Bags and note briquette bags.
- i. The supervision and control of the contract labour engaged for discharge of the work under this agreement shall be done by the Contractor. The maintenance of record / muster for marking the presence / absence of contract labour shall be the responsibility of the Contractor and such record /muster shall always be under the control of the Contractor.



- j. The Contractor shall maintain, at all times during this contract, discipline among the contract labour and administer issues related to leave or absence. The Contractor shall also issue Photo Identity Cards to all the mazdoors and other personnel which may be associated with the discharge of the work/s subject of this agreement.
- k. The Contractor shall submit the wage disbursement statements against the signature of its employees assigned for the Bank's work for verification by RBI Bhubaneswar on quarterly basis. If payment is made in cash, it should be in presence of RBI Bhubaneswar's official under his signature. Alternatively, employees' bank account may be credited and bank statements indicating payment may be submitted. The wage period has to be fixed by the Contractor and it should not exceed one month. The Contractor shall notify to RBI Bhubaneswar the wage period and the place and time of disbursement of wages.
- l. The Contractor should indemnify RBI Bhubaneswar against any claim, prosecution or action arising out of the failure of the Contractor to fulfil his obligations under the Contract Labour (Regulations and Abolition) Act, 1970 (CLRA Act) and the Contract Labour (Regulations and Abolition) Central Rules 1971" (CLRA Rules) or under any other law. The Contractor will be required to obtain a licence from the Competent Authority as provided under section 12(1) of the CLRA Rules and also comply with the other requirements of the CLRA Act.
- m. The Contractor shall not assign the contract onwards. The Contractor shall not sublet any portion of the contract except with the prior written consent of RBI Bhubaneswar. In case of breach of this condition, RBI Bhubaneswar may rescind the contract and forfeit the Security Deposit.
- n. Continuation of the contract shall be primarily depend upon the performance of the Contractor. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated by giving three months' notice in writing.
- o. If the Contractor failed to provide services for more than three occasions continuously, then RBI Bhubaneswar has right to terminate the contract with/without giving any notice whatever may be the reason. In such case the Contractor has no power to claim compensation.
- p. The Contractor shall maintain all records and legal documents updated as per prevailing statute and have to produce before RBI Bhubaneswar/statutory authorities as and when asked for.
- q. The Contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC), Payment of gratuity under payment of gratuity Act, 1972, Employees Compensation Act, 1923 to their deployed workmen as per the notification published by Central Govt./State Govt whichever is higher from time to time, besides paying all other statutory payments. The total premium shall be borne by the Contractor. The Contractor shall have a valid EPF account for making contribution for its labour. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to RBI Bhubaneswar's right to cancel the contract. The Contractor shall not supply Child Labour, which is prohibited under Child Labour Act, 1986.
- r. The rates quoted and accepted should be inclusive of all taxes and other charges leviable by the Govt. (Central and State) and local bodies including commercial taxes where applicable. Income Tax and other applicable taxes as per the prevailing rates in respect of all bills of the contract shall be deducted at source while making payments. No service charge / tax will be paid by RBI to the Contractor.

- s. The contractor has to submit a quarterly certificate stating that “he had engaged not more than 19 labourers on any day and continuous period of engagement of any labourer has not exceeded 240 days in a year”.

### **Payment and Taxes:**

The payment will be made on monthly basis and after the submission of bills for the works in all respects for labour contract.

- (i) The contractor shall be paid charges for services rendered at the rates mentioned in the Schedule to this Agreement. The said charges offered are fixed and cannot be enhanced on any ground for the entire contract period and no additional charges shall be claimed by the contractor. The prices quoted shall be inclusive of all taxes, duties, local levies, works contract tax, GST, or any other taxes as applicable imposed by Central / State Government / Local Bodies at extant rates. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.
- (ii) The Bank reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post—payment audit or technical examination or by any other means.
- (iii) All compensations or other sums of money payable by the contractor to the Bank under the terms of the contract shall be deducted from Bank Guarantee furnished by contractor or other dues payable or becoming payable to the contractor.
- (iv) In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director/ Office-in-Charge, Reserve Bank of India, Bhubaneswar shall be final and binding to on both parties.

### **Disqualification /Termination/ Penalty:**

- (i) It will be treated as a serious misdemeanour in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case the tender of the tenderer shall be liable for rejection in addition to being blacklisted for a period of minimum one year extendable to three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.
- (ii) The contract may be terminated by either of the two parties for any reason, giving to the other party three months' notice in writing of such termination.
- (iii) In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of labours or any breach of instructions of the contract, consider by the General Manager/DGM-in-Charge, Issue Department, Reserve Bank of India, Bhubaneswar to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in-Charge in consultation with Regional Director/ Officer-in-Charge may impose a fine not exceeding Rs. 5,000 (Rupees Five thousand only) for labour contract on the contractor for each instance.
- (iv) Continuation of the contract shall be primarily depending upon the performance of the contractor. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated by giving three months' notice in writing.
- (v) If the Contractor failed to provide services for more than 3 occasions continuously, then the Bank has right to terminate the Contract with/ without giving any notice whatever may be the reason. In such case the contractor has no power to claim compensation.
- (vi) If any certificate/ documents enclosed or details furnished by the tenderer(s) are found

to be incorrect/fake/bogus/tampered with or information not disclosed, the concerned tenderer shall be blacklisted and shall not be awarded any future work in RBI. Joint ventures or partnership firms or any other nature of firms in which such agencies are a party shall also not be awarded any future work.

### **Compliance with Statutes:**

The contractor shall abide by all relevant laws in force in the country and state(s) concerned. The contractor shall indemnify the Bank from all types of legal implications due to any negligence on their part and for which the Bank is not responsible.

- (i) The contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC), payment of Gratuity under Payment of Gratuity Act, 1972 to their deployed Workmen as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments.
- (ii) The workmen should be paid the minimum wages under the Minimum Wages Act, 1948 & rules made thereunder. Besides, the workmen should be given Employees Provident Fund as per EPF Act, 1952, Bonus and [or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, as applicable. In the absence of ESI. The contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Workmen's Compensation Act, 1923, Employees' State Insurance Corporation (ESIC) payment, Employee Provident Fund (EPF) payment. Bonus payment, Gratuity, insurance & overtime wages, if any, taxes & levies.
- (iii) The total premium shall be borne by the contractor. The contractor shall have a valid EPF/PF Account for making EPF/PF Contribution for its workmen/labours. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the Security deposit without prejudice to the Bank's right to cancel the contract
- (iv) The Contractor shall maintain all records and legal documents up dated as per prevailing statute and have to produce before the management/ statutory authorities as and when asked for.
- (v) The wage period has to be fixed by the contractor and it should not exceed one month. The contractor shall submit the salary disbursement statements against the signature of its employees assigned for the Bank's work for verification by the Bank on quarterly basis. If payment is made in cash, it should be in presence of the Bank's official under his signature. Alternatively, employees' bank account may be credited and bank statements indicating payment may be submitted.
- (vi) The Contractor shall not supply Child Labour, which is prohibited under Child Labour Act, 1986.
- (vii) The Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the contract labourers/workers/employees provided by the contractor. In the event of the Bank as the Principal Employer being required/called upon to pay any amount to the contract labour/workers/employees engaged by the contractor due to lapse or default on his part in discharging his obligation in terms of any law in force, such amount would be recoverable by the Bank from the contractor as debt due to the Bank by the contractor.
- (viii) The contractor shall be solely responsible for full compliance of the provision of the Sexual Harassment at workplace (Prevention, Prohibition and Redressal) Act, 2013 by

any mazdoor or other persons deployed by him/her for execution of the contract. In case of any complaint of sexual harassment against its employees/labour within the premises of Reserve Bank of India, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and he shall ensure taking proper action under the Act in respect to the said complaints. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

#### **Non-Disclosure Clause:**

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

#### **Scrutiny / Evaluation:**

The tenders comprising two parts i.e. **Part I** on "**scope of work and commercial conditions/ Techno Commercial Bid**" and **Part II** on "**Price Bid**" shall be submitted online through [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi).

- (i) **Part I** comprising **scope of work and commercial conditions/ Techno Commercial Bid** to be submitted online, comprising of:
- a. Earnest Deposit Money in the form of NEFT for Rs. 52,000 /- (Rs. Fifty-Two thousand only in words). No interest shall be paid on this deposit
  - b. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
  - c. Documentary evidences and documents required to be submitted under the tender.
  - d. Undertaking stating that the tenderer is not wilful defaulter to any bank/financial institution and there is no criminal case against the company/person.
  - e. Masked Indicative Price Bid listing all the components as per Price break-up Scheduled without indicating any prices.
  - f. Any other information the tenderer wishes to furnish.
- (ii) **Part II** comprising **Price Bid** of the tender to be submitted online comprising of prices in Indian Rupees only with detailed break-up of price (as per the Rate of Schedule) both in figures and words. No other enclosure is permitted in Part II. Change of terms and

conditions and deviations, if any, found in Part II of the tender will not be considered and will be treated as null and void. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever.

- (iii) 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 ignored.
- (iv) Part I of the tenders shall be opened in the presence of tenderers or their authorized representative, who choose to be present.
- (v) The Tenderers are advised to visit the site/s of work/s / activities, viz. Railway Station and Bank premises and acquaint themselves with the site conditions before submitting bids.
- (vi) Price bid (Part II) of only such of those tenderer(s) who are found eligible after scrutiny of their Part I of the tenders will be opened on subsequent working day.
- (vii) The Bank will award the contract to the tenderer whose Bid has been determined to be substantially responsive to the conditions mentioned in tender document and who has offered the Bid Price reasonable to the estimated considering the values of all the component of the contract for arriving L1.
- (viii) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.
- (ix) Keeping in view of sensitivity of the work, the Bank shall be at liberty not to accept the lowest bid or any tender and reserves the right to reject any or all the tenders at any stage of the tendering process, either in whole or in part, without assigning any reason.

## Section IV

### Details to be filled by the Tenderer (to be filled, SIGNED and UPLOADED on portal of MSTC Ltd.)

#### A. General Information

1.1	Name of the Tenderer					
1.2	Whether the Tenderer is a company, LLP, partnership firm or proprietary concern?					
1.3	Date of formation of partnership / Ltd. Company					
	Names of the Proprietor/ Partners/ Directors (Furnish documentary evidence such as Memorandum / Articles of Association, Partnership Deed etc. and PAN Numbers in support)					
1.4	Address (Please furnish proof of address such as Telephone Bill, Electricity Bill, Mobile Bill etc.)	Local Address at Bhubaneswar		Registered Address		
	Pin code					
1.5	Telephone No. (with STD code)	Office		Residence	Fax	Mobile
1.6	E-mail addresses					

#### B. Registration Particulars (Enclose copy of Certificates)

Sl. No.	Type of registration	Registration No.	Date of Registration
1	Income Tax – PAN (copy to be attached)		
2	Income Tax – TAN (for TDS)		
3	GST Registration No. (copy to be attached)		
4	Shops and Commercial Establishments Act		
5	Licence issued by the Office of the Labour Commissioner, GoI under Section 12(1) of the Contract Labour		

	(Regulation and Abolition) Act, 1970 and the Contract labour (Regulations and Abolition) Central Rules, 1971		
6	Any other type of registration		

**C. Financial Status of the firm**

1	Average Annual Turnover of the last three years (audited financial statements are to be attached)	
2	Net worth as per the latest audited balance sheet (Copy to be attached)	
3	Maximum number of labourers the Tenderer can arrange at a time if demanded by the RBI. (On award of contract, the successful Tenderer shall submit list of mazdoors, supervisors or other employees / officials who will be associated with carrying the work, photographs, residential addresses, permanent addresses and character certificates of the mazdoors, helpers etc. The antecedents and character of all the employees shall be verified by the Police Department. (before commencement of contract)	
4	Current Account Number of the Tenderer maintained with a bank	
5	Name and address of the bank and the branch where the above current account is maintained (Please submit a certificate from the banker or a cancelled cheque in support of the same)	
6	Whether any proceeding against the firm or its director/s are pending in any court? (Yes/No) <u>If yes please give details:</u>	
7	Whether the Tenderer has ever been blacklisted by the Bank or State / Central Govt. department; (Yes/No) (If the firm or its director/s have ever been debarred from applying or blacklisted by RBI or convicted by any Criminal Court they need not apply)	

**D. Present Contracts:**

Sl. No.	Name of the Client	Address and Phone No.	Contract Period
1			
2			

**E. Supply of labourers**

Are you in a position to supply the required number of labourers with at short notice?	
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**F. Contact details: Details for conveying requisitions for labourers**

Name	Designation	Phone Number	Mobile Number	Fax No	E-mail address

**D. Details of the Earnest Money Deposit**

<b>i</b>	NEFT Details	
<b>ii</b>	Amount (in figures and words)	
<b>iii</b>	Name of Bank	
<b>iv</b>	Name of the Branch	

**Notes**

The Tenderers are advised to visit the site/s of work/s / activities, viz. Bank premises and acquaint themselves with the site conditions before submitting the Tenders.

**Declaration:**

- a) I/We acknowledge that I/We have read and understood and do hereby accept all the terms and conditions mentioned in the tender document.
- b) All the information given by me/us are true and correct to the best of my/our knowledge and belief and if any of them is subsequently proved to be wrong/incorrect, RBI Bhubaneswar is free to take any penal action it may deem fit.
- c) I/we understand that our tender is liable for rejection at any stage if any information furnished by me/us is found to be incorrect/wrong and the decision of the RBI in this regard shall be final. I/We shall not raise any dispute regarding the decision taken by RBI in this regard.

Date :

Signature and Seal of Applicant

Name :

Designation :



## List of Documents to be uploaded with the Technical Bid

1. Letter of offer– signed and stamped.
2. Technical bid form completely filled and signed.
3. Documents related to experience of having successfully completed similar works such as self-certified copies of contract, award letters, agreements, certificates issued by the previous users etc.
4. Income tax returns of last 03 financial years (2018-19, 2019-20 and 2020-21).
5. Audited balance sheet and financial statements of last 03 financial years (2018-19, 2019-20 and 2020-21).
6. Solvency certificate duly certified by the scheduled bank showing Positive net worth as per the latest audited balance sheet. (Prescribed format attached)
7. Copies of the Permanent Account Number (PAN) and GSTN number as applicable.
8. Bank account details (Copy of cancelled cheque).
9. Undertaking stating that the Tenderer is not wilful defaulter to any bank/financial institution and there is no criminal case against the company/person.
10. Copy of licence from the competent authority as provided under section 12(1) of the Contract Labour (Regulations and Abolition) Central Rules 1971.
11. Form of bankers certificate from a scheduled bank (Annex I attached)
12. Client's certificate - performance of contractor (Annex II attached)

**Note:** All the above documents should be uploaded by the Tenderer along with the Technical Bid while submitting the Bids through E-Tender portal. In case of non-submission of any of the above document by the Tenderer, the tender will be treated as disqualified in Technical bid at the sole discretion of RBI Bhubaneswar.

**FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK**

(To be submitted by the contractor along with the Tender)

This is to certify that to the best of our knowledge and information M/S/Shri/ Ms\_\_\_\_\_ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of ₹\_\_\_\_\_ (Rupees \_\_\_\_\_). This certificate is issued without any guarantee or responsibility on the Bank or any of the officer.

(Signature)

**Note:**

1. Banker's certificate should be on letter head of the Bank, addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**CLIENT'S CERTIFICATE - PERFORMANCE OF CONTRACTOR**  
(On Client's Letter Head)

The Regional Director,  
Reserve Bank of India  
Bhubaneswar

Dear Sir,

**Client's Certificate Regarding Performance of M/s \_\_\_\_\_**

1	Name of work with brief particulars	
2	Agreement No.& date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name & address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/overseer during execution of work	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/Good/Satisfactory/Poor
	ii) Amount of work paid on reduced rates, if any	
12	i) Did the contractor go for arbitration?	
	ii) If Yes, total amount claim	

	iii) Total amount awarded	
13	Comments on the capabilities of the contractor	
	a) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor
	b) Financial Soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	c) Mobilization of adequate T & P	Outstanding/Very Good/Good/Satisfactory/Poor
	d) Mobilization of Manpower	Outstanding/Very Good/Good/Satisfactory/Poor
	e) General behaviour	Outstanding/Very Good/Good/Satisfactory/Poor

**Note:** All columns should be filled in properly.

Signature of the Reporting Officer\* with office seal

**Name: -**

**Designation: -**

**Contact No: -**

\*Officer of the rank of Executive Engineer or equivalent.

**Section-V**  
**DRAFT AGREEMENT**

**Terms of the Contract Agreement / Draft Contract Agreement**

(To be finalized at the time of signing the agreement)

This AGREEMENT is made at Bhubaneswar on \_\_\_\_\_, between the Reserve Bank of India, (hereinafter referred as "RBI BHUBANESWAR/the RBI" ) having its registered office at Central Office building, Shahid Bhagat Singh Road, Fort, Mumbai – 400 001, a body corporate established under the Reserve Bank of India Act, 1934 and having its office at Pt. Jawaharlal Nehru Marg, Bhubaneswar (RBI BHUBANESWAR) which expression shall include its successors and assigns on the ONE PART acting through its duly authorized official General Manager/Deputy General Manager, Issue Department in Issue Department, Bhubaneswar.

And

M/s. \_\_\_\_\_ carrying on the business as limited company/ private limited company/ partnership firm /proprietorship concern having their principal place of business at \_\_\_\_\_, (hereinafter referred as "the Contractor"), which expression shall include all partners, his legal heirs, representatives and successors on the OTHER PART.

"RBI BHUBANESWAR" and "the Contractor" are each sometimes referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties"

WHEREAS, RBI BHUBANESWAR has invited and the Contractor has submitted Tender for Supply of sufficient number of adult and able bodied labourers / mazdoors for handling coin bags and note boxes for loading, unloading, weighing, carting, spreading, stacking of coins bags/note boxes; collection/packing/shifting/stacking of shredded currency note briquettes and also for miscellaneous incidental items of work in the premises of the RBI, Bhubaneswar including, loading, unloading, stacking of note boxes at Railway Stations / Airports or any premises identified by RBI Bhubaneswar.

Now it is mutually agreed and declared as follows:

**Commencement/Renewal**

This AGREEMENT is effective and valid for a period from June 01, 2022 to March 31, 2023. The agreement can be extended/renewed by RBI Bhubaneswar at its option, for a further period of two years, one year at a time, subject to satisfactory performance of the contractual obligations by the Contractor.

**Termination**

This Agreement may be terminated by either of the parties by giving three months' notice in writing of such termination to the other party. If the Contractor fails to carry out any of his obligations/duties in terms of this Agreement or violates any terms and conditions of this Agreement, the contract may be terminated by RBI Bhubaneswar forthwith. In case of earlier termination, the Contractor will have no claim against RBI Bhubaneswar. In the event of any breach by the Contractor or in the event of early termination of the contract, the Contractor shall be fully liable to risk and cost in addition to any other remedy whichever RBI Bhubaneswar may have under the contract.

### **Interpretation of the Term "General Manager"**

For the purpose of this agreement, General Manager means and includes, General Manager (GM), Deputy General Manager (DGM) and Officer-in-charge of Issue Department, RBI Bhubaneswar. In the absence of General Manager/Deputy General Manager of Issue Department, Officer-in-charge of Issue Department is empowered to exercise all powers and discharge all obligations arising out of this agreement including those specifically vested in GM. In this regard, the orders, directions, instructions etc., issued by General Manager or Deputy General Manager or Officer-in-charge of Issue Department shall have the same effect and the contractor shall comply them as if they are issued by General Manager of Issue Department.

### **Security**

For proper performance of the contract, the Contractor has to deposit a sum of ₹ 2,00,000/- (Rupees Two lakh only) as Security Deposit with RBI Bhubaneswar which is liable to be forfeited either fully or partially depending upon the loss or damage incurred/suffered by RBI Bhubaneswar, which will be decided by GM/DGM in consultation with the Regional Director. RBI Bhubaneswar shall take into account the breach committed by Contractor while arriving at damages, a copy of the calculation sheet with respect to damages shall be given to the Contractor by RBI Bhubaneswar before forfeiting the amount of security deposit partly or fully. The Contractor shall not have any objection for such forfeiture. The Contractor shall not raise any dispute regarding this. No interest shall be payable on the said deposit amount of Security Deposit.

### **Duties of Contractor**

- a. The Contractor shall, at all times during the period of the contract, within twelve hours from the receipt of written or verbal notice to the effect from General Manager, RBI Bhubaneswar or any of his subordinate officer(s), supply sufficient number of adult and able bodied labourers / mazdoors for handling coin bags and note boxes for loading, unloading, weighing, carting, spreading, stacking of coins bags/note boxes; collection/packing/shifting/stacking of shredded currency note briquettes and also for miscellaneous incidental items of work in the premises of the RBI, Bhubaneswar including, loading, unloading, stacking of note boxes at Railway Stations / Airports or any premises identified by RBI Bhubaneswar. Such requisition notice may be delivered to the Contractor by means of telephone or mobile or e-mail or fax etc. The notice may be cancelled by RBI Bhubaneswar by issuing another notice, orally or in writing not less than three hours before the time fixed for handling of note boxes/coin bags/shredded currency note briquettes. In such case RBI Bhubaneswar shall not make payment to the Contractor by way of remuneration, compensation etc.
- b. The notices so given shall be complied with, even if it requires working beyond ordinary business hours or on day/days declared as "Public Holiday/s" under the Negotiable

Instruments Act, 1881 including Saturday and Sunday or any other extant Statute/Provision or Notification of the Government of India or Government of any State applicable in this respect.

- c. On urgent occasions /cases, certified as such by the GM/DGM, the Contractor shall comply with the request to provide mazdoors /labourers in sufficient numbers at short notice of three hours' in lieu of twelve hours' notice. The decision regarding any occasion/case being urgent shall rest with RBI Bhubaneswar and it shall be sufficient for the purpose of this contract that RBI Bhubaneswar has conveyed such notice and identified it as urgent. The Contractor shall comply with the same and act accordingly. The loading and unloading of Coin Bags and Note Boxes shall be carried out in a closed area i.e. the safety-yard.
- d. The Contractor shall make good and reimburse to the Bank any damage or loss sustained by reason of any defect(s) caused due to inability/activity of mazdoors or deployment of insufficient mazdoors by the Contractor or from any incompetence, negligence or defect or delay in weighing, loading, unloading, storing, carting, packing, unpacking, carrying and delivering the coin bags/ note boxes or packing and stacking of Note briquettes or by reason of any act of dishonesty or fraudulent conduct on his/ her part or on the part of mazdoors or other personnel engaged by the Contractor.
- e. The Contractor shall make suitable arrangement for taking insurance cover against the personal injuries likely to be suffered by the labourers engaged by the contractor in connection with the contract and he should ensure that the insurance cover is kept alive during the currency of this agreement. The GM/DGM, Issue Department, Bhubaneswar shall have the right to call upon the Contractor to furnish the insurance policies so purchased and verify, examine or scrutinize the same to satisfy himself about the adequacy of the insurance cover taken by the Contractor. If it is determined that the insurance cover is not sufficient (amount) or does not cover all the risks to which employees/mazdoors are exposed having regard to the risk involved in the work of the contract employees, the Contractor shall purchase insurance cover for the additional amount as well as for the risks not covered in the existing insurance policy to make up for the insufficiency.
- f. The Contractor shall furnish a list containing the names of the mazdoors, supervisors or other employees / officials who shall be associated with carrying out of the work subject of this agreement immediately after receipt of the letter from the Bank regarding awarding of the contract. The Contractor shall also furnish photographs, residential addresses, permanent addresses and character certificates of the mazdoors, helpers, supervisors or other employees / officials referred to above. The Contractor shall get the antecedents and character of all the mazdoors, helpers, supervisors or other employees / officials verified by the Police Department before the commencement of the contract.
- g. The Contractor shall ensure that all the works/activities are carried out in a proper, careful, expeditious and workman-like manner. The complete works/activities should be carried out without causing any damage to the Notes Boxes, Coin Bags and note briquette bags.
- h. The supervision and control of the contract labour engaged for discharge of the work under this agreement shall be done by the Contractor. The maintenance of record / muster for marking the presence / absence of contract labour shall be the responsibility of the Contractor and such record [muster shall always be under the control of the Contractor.
- i. The Contractor shall maintain, at all times during this contract, discipline among the contract labour and administer issues related to leave or absence. The Contractor shall

also issue Photo Identity Cards to all the mazdoors and other personnel which may be associated with the discharge of the work/s subject of this agreement.

- j. The Contractor shall submit the wage disbursement statements against the signature of its employees assigned for RBI Bhubaneswar's work for verification by RBI Bhubaneswar on quarterly basis. If payment is made in cash, it should be in presence of RBI Bhubaneswar's official under his signature. Alternatively, employees' bank account may be credited and bank statements indicating payment may be submitted. The wage period has to be fixed by the Contractor and it should not exceed one month. The Contractor notifies to RBI Bhubaneswar the wage period and the place and time of disbursement of wages.
- k. The Contractor should indemnify RBI Bhubaneswar against any claim, prosecution or action arising out of the failure of the Contractor to fulfil his obligations under the Contract Labour (Regulations and Abolition) Act, 1970 (CLRA Act) and the Contract Labour (Regulations and Abolition) Central Rules 1971" (CLRA Rules) or under any other law. The Contractor will be required to obtain a licence from the competent authority as provided under section 12(1) of the CLRA Rules and also comply with the other requirements of the CLRA Act.
- l. The Contractor shall supply four mazdoors for the first fifty boxes and one additional mazdoor for every subsequent twenty boxes. The Contractor shall also furnish to RBI BHUBANESWAR a certificate regarding the number of mazdoors supplied for the quarter ended with a daily break up. It will be imperative on the part of the Contractor to have all weighing, stacking, loading, unloading and sorting of treasure boxes / coin bags done by the mazdoors in a proper, careful, expeditious and workman like manner.
- m. The Contractor shall not assign the contract onwards. The Contractor shall not sublet any portion of the contract except with the prior written consent of RBI Bhubaneswar. In case of breach of this condition, RBI Bhubaneswar may rescind the contract and forfeit the Security Deposit.
- n. Continuation of the contract shall be primarily depending upon the performance of the Contractor. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated by giving three months' notice in writing.
- o. If the Contractor failed to provide services for more than three occasions continuously, then RBI Bhubaneswar has right to terminate the contract with/without giving any notice whatever may be the reason. In such case the Contractor has no power to claim compensation.
- p. The contractor has to submit a quarterly certificate stating that "he had engaged not more than 19 labourers on any day and continuous period of engagement of any labourer has not exceeded 240 days in a year".

### **Payment and Taxes**

- a. The contractor will be paid on monthly basis after the submission of bills as per the rates given in Schedule as per the Annex attached to this Agreement. The provisions of this Agreement and the rates shown in the enclosed Schedule are effective from the first day of contract agreement. The said charges offered are fixed and cannot be enhanced on any ground for the entire contract period and no additional charges shall be claimed by the Contractor. In the case the contractor undertook any additional work other than those



specified in the Schedule, the bills will be settled as per the rates agreed mutually between the parties in writing before the said additional item of work started.

- b. The rates are inclusive of all taxes, duties, works contract tax, GST, cess or any other taxes as applicable; imposed by Central/ State Government/ Local Bodies at extant rates. It shall include rates existing as on date or enhanced rate at any time during the contract period and any other levy including penalties, if any, charge/demanded thereon by any Statutory authority.
- c. RBI Bhubaneswar reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means.
- d. All compensations or other sum of money payable by the contractor to the Bank under the terms of the contract shall be deducted from Security deposit furnished by contractor or other dues payable or becoming payable to the contractor. It may also be deducted from the bills payable to the Contractor.
- e. In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director/ Office-in-Charge, Reserve Bank of India, Bhubaneswar shall be final and binding to on both parties.

Bills will be settled after rounding off the final amount to the nearest one rupee (Portion not below that amount being ignored).

#### **Damages**

- (i) The Contractor shall make good and reimburse to RBI Bhubaneswar any damage or loss sustained by any reason of any defect(s) caused due to inability/inactivity of mazdoors or deployment of insufficient mazdoors by the Contractor or from any incompetence, negligence or defect or delay in weighing, loading, unloading storing, carting, packing, unpacking, carrying and delivering, the Coin Bags/Note Boxes/bags of briquettes or by reason of any act of dishonesty or fraudulent conduct on his/her part or on the part of mazdoors or other personnel engaged by the Contractor.
- (ii) The amount of damage or loss sustained, and any fine imposed may be deducted from time to time from any sum payable to the Contractor and/or recovered from the contractor otherwise.

#### **Disqualification /Termination/ Penalty:**

- (i) It will be treated as a serious misdemeanour in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case the tender of the tenderer shall be liable for rejection in addition to being blacklisted for a period of minimum one year extendable to three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.
- (ii) The contract may be terminated by either of the two parties for any reason, giving to the other party three months' notice in writing of such termination.
- (iii) In event of any delay by the contractor in complying with any requisition issued by the

Bank for supply of labours or any breach of instructions of the contract, consider by the General Manager/DGM-in-Charge, Issue Department, Reserve Bank of India, Bhubaneswar to be grave enough to attract penalty, the aforesaid General Manager/DGM-in-Charge in consultation with Regional Director/ Officer-in-Charge may impose a fine not exceeding Rs. 5,000 (Rupees Five thousand only) for labour contract on the contractor for each instance.

- (iv) Continuation of the contract shall be primarily depending upon the performance of the contractor. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated by giving three months' notice in writing.
- (v) If the Contractor failed to provide services for more than 3 occasions continuously, then the Bank has right to terminate the Contract with/ without giving any notice whatever may be the reason. In such case the contractor has no power to claim compensation.
- (vi) If any certificate/ documents enclosed or details furnished by the tenderer(s) are found to be incorrect/fake/bogus/tampered with or information not disclosed, the concerned tenderer shall be blacklisted and shall not be awarded any future work in RBI. Joint ventures or partnership firms or any other nature of firms in which such agencies are a party shall also not be awarded any future work.
- (vii) In case of frequent or continued delay or in a case of any breach by the Contractor of any of the provisions of this contract, the contract may be terminated by GM/DGM with the approval of the Regional Director forthwith whether any penalty as herein before provided for such delay or breach has been imposed or not. In the case of earlier termination of the contract, RBI Bhubaneswar is not liable to pay any compensation/damages to the Contractor.
- (viii) RBI Bhubaneswar shall have right to direct the Contractor not to engage the services of any mazdoor/worker who are incompetent and/or negligent and who are found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in RBI Bhubaneswar or otherwise. On receipt of such direction from RBI BHUBANESWAR, the Contractor shall immediately stop engaging the services of such workers/mazdoors. If the Contractor fails to comply with the direction of RBI Bhubaneswar, RBI Bhubaneswar may impose penalty of ₹ 500/- (Rupees Five Hundred Only) per person per day for the period of such non-compliance. In case of sustained non-compliance or frequent recurrence, RBI Bhubaneswar may cancel the contract and forfeit the Security Deposit.

### **Compliance with Statutes**

The contractor shall abide by all relevant laws in force in the country and state(s) concerned. The contractor shall indemnify the Bank from all types of legal implications due to any negligence on their part and for which the Bank is not responsible.

- (i) The contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC),

payment of Gratuity under Payment of Gratuity Act, 1972 to their deployed Workmen as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments. The total premium shall be borne by the Contractor. The Contractor shall have a valid EPF account for making contribution for its labour. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to RBI Bhubaneswar's right to cancel the contract. The Contractor shall not supply Child Labour, which is prohibited under Child Labour Act, 1986.

- (ii) The workmen should be paid the minimum wages under the Minimum Wages Act, 1948 & rules made thereunder. Besides, the workmen should be given Employees Provident Fund as per EPF Act, 1952, Bonus and [or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, as applicable. In the absence of ESI. The contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Workmen's Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid EPF/PF Account for making EPF/PF Contribution for its workmen/labours. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the Security deposit without prejudice to the Bank's right to cancel the contract.
- (iii) The Contractor shall maintain all records and legal documents up dated as per prevailing statute and have to produce before the management/ statutory authorities as and when asked for.
- (iv) The wage period has to be fixed by the contractor and it should not exceed one month. The contractor shall submit the salary disbursement statements against the signature of its employees assigned for the Bank's work for verification by the Bank on quarterly basis. If payment is made in cash, it should be in presence of the Bank's official under his signature. Alternatively, employees' bank account may be credited and bank statements indicating payment may be submitted.
- (v) The Contractor shall not supply Child Labour, which is prohibited under Child Labour Act, 1986.
- (vi) The Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the contract labourers/workers/employees provided by the contractor. In the event of the Bank as the Principal Employer being required/called upon to pay any amount to the contract labour/workers/employees engaged by the contractor due to lapse or default on his part in discharging his obligation in terms of any law in force, such amount would be recoverable by the Bank from the contractor as debt due to the Bank by the contractor.
- (vii) The contractor shall be solely responsible for full compliance of the provision of the Sexual Harassment at workplace (Prevention, Prohibition and Redressal) Act, 2013 by any mazdoor or other persons deployed by him/her for execution of the contract. In case of any complaint of sexual harassment against its employees/labour within the premises of Reserve Bank of India, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and he shall ensure taking proper

action under the Act in respect to the said complaints. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

- (viii) The Contractor shall be solely responsible for full compliance with the provisions of the Sexual harassment of Women at workplace (Prevention, Prohibition and Redressal) Act 2013. In case of any complaint of sexual harassment against its employees/labourers within the premises of RBI Bhubaneswar, the complaint will be filed before the appropriate committee formed under the Stated Act.

### **Non-Disclosure**

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

### **Settlement of Disputes**

- a. If any difference of opinion arises between the parties as to whether any liability has arisen on the Contractor; the decision of RBI Bhubaneswar shall be final and binding on both the parties. Similarly, if the Contractor is found to be liable for any damage or loss suffered by RBI Bhubaneswar, the quantum of such damage or loss shall be decided by RBI Bhubaneswar and the same shall be final and binding on both the parties.
- b. All disputes and differences of any kind, arising out of or in connection with this Agreement, shall be resolved by arbitration only in accordance with and subject to the provisions of Arbitration and Conciliation Act, 1996 and the arbitration shall be held in Bhubaneswar only. Each party shall appoint an Arbitrator.
- c. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhubaneswar and only Courts in Bhubaneswar shall have Jurisdiction to determine the same.

### **Amendment**

No amendment to this agreement shall be effective unless it is in writing signed by duly authorized representatives of both parties.

**Payment of Stamp Duty**

The Contractor shall bear the stamp duty on agreement and shall ensure that the agreement is stamped with proper duty chargeable thereon as per the prevalent local state Stamp Act. The agreement shall be executed in duplicate and RBI BHUBANESWAR shall retain the original and the contractor shall retain the duplicate.

IN WITNESS WHEREOF the parties have signed these presents and have caused their common seal to be affixed to this presents and a duplicate hereof, the day and year first HEREINABOVE written.

FOR RESERVE BANK OF INDIA,  
BHUBANESWAR

FOR CONTRACTOR

Signature:  
Name & Designation

Signature:  
Name:

Witnesses:

Witnesses:

1. \_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(SIGNATURE)

2. \_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(SIGNATURE)

## Corrupt or Fraudulent Practices

RBI requires that the applicants under this contract observe the highest standards of ethics especially during the currency of the contract. In pursuance of this policy, RBI:

- a) Defines for the purpose of these provisions the terms set forth below as follows:
  - i) 'Corrupt practices' means the offering, giving, receiving or soliciting of anything of value to influence the action of public: and
  - ii) 'Fraudulent Practices' means a misrepresentation of fact in order to influence the execution of a contract to the detriment of the employer and include collusive practice among applicants/bidders (prior to or after its submission) designed to establish bid price at artificial non-competitive level and to deprive the employer of the benefit of free and open competition.
  - iii) 'Collusive Practice' means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive level ; and
  - iv) 'Coercive Practice' means harming or threatening to harm, directly or indirectly the person or their property to influence their participation in the procurement process or affect the execution of a contract.
- b) Will reject proposal for award of work if it is determined that the applicant recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/ contracts, if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in completing for, or in executing the contract.

## Risk and Cost

In the event of any breach by the contractor or in the event of early termination of the contract, the contractor shall be fully liable to risk and cost in addition to any other remedy whichever the Bank may have under the contract.

I / we hereby declare that I / we have read and understood the above instructions for the guidance of tenderers and contents of the standard agreement and accept the same.

Signature of the Tenderer

Name

Designation

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL

Witnesses:

Witness 1

Witness 2

<p>Signature _____</p> <p>Name _____</p> <p>Address _____</p> <p>_____</p> <p>_____</p> <p>Date: _____</p>	<p>Signature _____</p> <p>Name _____</p> <p>Address _____</p> <p>_____</p> <p>_____</p> <p>Date: _____</p>
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Reserve Bank of India  
Issue Department  
Bhubaneswar

RBI/Bhubaneswar / Issue/ 01/22-23/ET/25  
E-Tender for Labour Contract

PART II  
(PRICE BID)

Name of the Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Last Date of Submission: May 11, 2022 upto 02.30 PM

Sr. No.	Item of work	Approximate Weight in Kgs	Unit	Rate (In Rs) (A)	Scope of Work@ (B)
1	Handling of Note Boxes*	90-120 kg	Per Box		25,000
2	Shifting, Spreading and Stacking of Note Boxes (fresh/soiled) in the same vault / different vaults in the same / different floor.	90-120 kg	Per Box		22,000
3	Handling of Coin Bags**	10-20 kg	Per Bag		30000
4	Shifting of Coin Bags in the same vault / different vaults in the same / different floor.	10-20 kg	Per Bag		4000



5	Shifting of Empty Boxes\$	5-10 kg	Per Box		5,000
6	Handling of Packed Bags of Shredded currency Note Briquettes#	50-55 kg	Per Bag		12,000

**@ Estimated number of times the item of work to be carried out during a year**

**Handling of Note Boxes\*:** Handling of packed note boxes from Truck / Container/Bus/Van from the safety yard in Main Office premises and carry the same to vaults involving loading/ unloading, weighing, and spreading or /stacking/arranging series wise in the (**LOWER /UPPER BASEMENT**) vault or **vice-versa**. This is applicable to fresh, soiled and re-issuable notes. It also includes handling of packed note boxes from Wagon/aircraft at Railway station/ Airport, if required.

**Handling of Coin Bags\*\*:** Handling of Coin bags from Truck / Container/Bus/Van from the safety yard in Main Office premises in Main Office premises and carry the same to vaults involving loading/ unloading, weighing and spreading/stacking in the (**Lower/upper basement**) vault or **vice-versa**. It also includes handling of Coin bags from Wagon/aircraft at Railway station/ Airport, if required.

**Shifting of Empty Boxes\$:** Shifting of Empty boxes (Aluminum/wooden) from lower / upper basement area to the Bank safety yard in RBI Main Office premises.

**Handling of Packed Bags of Shredded currency Note Briquettes#:**

Collection/packing of shredded currency note briquettes in gunny bags inside the Briquetting Room and shifting/stacking of packed briquettes bags to storing yard in Upper basement.

**Usually, briquette collection/packing starts from 9.00 AM and continues till 9.00 PM on a normal working day.**

**Notes to Price Bid:-**

1. The Tenderers are advised to visit the site/s of work/s / activities, viz. Bank premises and acquaint themselves with the site conditions before tendering. The tenderer/s should quote rates for all the items of work and no part item of work will be contracted. The item of works vis-à-vis the weight of the box/bag may be carefully considered while quoting the price.

2. The stacking of boxes can be up to height of 8-9 feet.

3. Payment will be made for monthly intervals after verifying the payment of minimum wages to the labourers.

4. The above rates include all types of taxes.
5. Rates for items of work not enumerated herein and not agreed upon in the agreement shall be decided by the Bank in consultation with the contractor.
6. I/We agree upon the items of work (as above) under different codes for which rates have been quoted. There may be marginal variation of the stages of work depending upon the place and the circumstances.
7. Specific sanction of the GM/DGM, Issue Department will be required for the supply of labour, for carrying out work/s other than what has been detailed in the work code/s above.
8. The rates offered by the tenderer for each items of work shall be multiplied with the corresponding scope of work in the table and the price under each item will be added up to arrive at the Lowest (L1) rate tenderer.
9. Activities/quantity/ scope of work mentioned above are indicative only as per experience and may vary in the future works. The said Activities/quantity/scope of works mentioned above will not be considered as basis for payments. Payments will be made on the actual works done basis only.

**Signature of the Contractor with Seal**

**Date:**

**Place:**