

RESERVE BANK OF INDIA

Issue Department Ram Bagh Circle, Tonk Road Jaipur– 302004

February 12, 2021

NOTICE INVITING TENDER (NIT)

E-tender for supply of closed cash vans/ closed vehicles for transportation of coins

Regional Director, Reserve Bank of India, Jaipur invites e-tender for Supply of sufficient number of fully covered closed cash vans/ closed vehicles for transportation of coins from reputed and experienced transport contractors (with at least 5 years' experience) for the period April 01, 2021 to March 31, 2022.

- 2. The e-tender along with the detailed tender notice is available at MSTC website https://www.mstcecommerce.com/eprochome/rbi and the website of the Bank at https://www.rbi.org.in.
- 3. All interested bidders must register themselves with MSTC through the above referred website to participate in the e-tendering process.
- 4. The estimated cost of work is ₹10 lakh (approx.) per year, however, the actual cost may vary.
- 5. The schedule for the e-tendering process is as under:

| | E-tender Schedule | Schedule Date and Time |
|---|-------------------------------------|---|
| 1 | E-tender view date at MSTC website | From 05:00 PM of February 12, 2021 (Friday) up to March 07, 2021 (Sunday) at 05:00 PM |
| 2 | Date of starting of e-tender | February 12, 2021 (Friday) at 05:00 PM |
| 3 | Last date of submission of e-tender | March 07, 2021 (Sunday) at 05:00 PM |
| 4 | Date of opening of Part – I | March 08, 2021 (Monday) at 03:00 PM |

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



Note: All the tenderers may please note that any amendments / corrigendum to the e-tender, if issued in future, will only be notified on the website of RBI and MSTC as given above and will not be published in the newspaper.

February 12, 2021

Regional Director Reserve Bank of India Jaipur



RESERVE BANK OF INDIA Issue Department Jaipur

E-tender for supply of sufficient number of fully covered closed cash vans/ closed vehicles for transportation of coins

RBI/Jaipur/Issue/16/20-21/ET/531

Reserve Bank of India
Issue Department
Rambagh Circle, Tonk Road
Jaipur - 302004
INDIA

DISCLAIMER

Reserve Bank of India (the Bank), Issue Department, Jaipur has prepared this document to give background information on the Contracts to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believes it to be in order, neither the Bank 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 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 the Bank in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process/ procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

<u>Important instructions for E-procurement</u>

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

Process of E-tender:

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

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

- i. Vendors are required to register themselves online with <u>www.mstcecommerce.com</u> → e-Procurement →PSU/Govtdepts → Select RBI Logo->Register as Vendor -- Filling up details and creating own user id and password → Submit.
- ii. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

➤ Contact person (RBI):

- 1. Shri Dharmendra Kachhawa, Asst. General Manager <u>dkachhawa@rbi.org.in</u> Phone – 0141 2564494, Mobile – 9167522879
- 2. Shri Dushyant S Gahlot, Assistant Manager dushyantsinghgahlot@rbi.org.in
 Phone 0141 2560908, Mobile 9760916765

➤ Contact person (MSTC Ltd):

1. Shri Pankaj Chhipa, Assistant Manager- pkchhipa@mstcindia.co.in Mobile- 8802813737

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

- The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi .Tenders will be opened electronically on specified date and time as given in the Tender.
- All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

4 Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

- Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- **6** E-tender cannot be accessed after the due date and time mentioned in NIT.

7 Bidding in e-tender :

a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD), Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 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.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- **8** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- **9** No deviation to the technical and commercial terms & conditions are allowed.
- The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 11 Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

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Reserve Bank of India Issue Department Jaipur

Section-I

NOTICE INVITING TENDER (NIT) (Only through e-procurement)

SCHEDULE OF TENDER (SOT)

- 1. Two Part Tenders are invited by Reserve Bank of India (hereinafter referred to as "RBI") from eligible bidders for supply of sufficient number of fully covered closed vans/closed vehicles for transportation of coins with carrier's risk.
- 2. Only those who fulfil the qualification criteria are eligible to participate in this tender. The selected bidder/s shall supply sufficient number of fully covered closed vans/closed vehicles for transportation of coins at her/his/their own risk for a period of one year i.e. from April 1, 2021 to March 31, 2022, which can be extended up to a further period of two years, one year each at a time, with/ without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions.

| a. | e-Tender No. | RBI/Jaipur/Issue/16/20-21/ET/531 | | |
|----|--|---|--|--|
| b. | Mode of Tender | e-Procurement System on MSTC e- | | |
| | | commerce site | | |
| | | (www.mstcecommerce.com/eprochome | | |
| | | <u>/rbi</u>) | | |
| | | (Online Part I - Technical Bid and Part II – Financial Bid) | | |
| C. | Estimated Value of the Work | ₹10,00,000/- (approx.) | | |
| d. | Date of NIT available to parties to download | February 12, 2021, 05:00 PM onwards | | |
| e. | Transaction Fee | As applicable on MSTC portal | | |



| f. | Earnest Money Deposit | ₹20,000/- (Rupees Twenty thousand only) (i) Account Name – Earnest Money Deposit Received (ii) Account Number – 8692299 (iii) IFS Code - RBIS0JPPA01 |
|----|--|---|
| g. | Date of Starting of e-Tender for | February 12, 2021 at 05:00 PM |
| | submission of on line Technical Bid | |
| | and Financial Bid at | |
| | www.mstcecommerce.com/eprochom | |
| | <u>e/rbi</u> | |
| h. | Date of closing of online e-tender for submission of Technical Bid and Financial Bid | March 07, 2021 at 05:00 PM |
| i. | Last date of submission of EMD | March 07, 2021 at 05:00 PM |
| j. | Time of opening of Technical Bid | March 08, 2021 at 03:00 PM |
| k. | Time of opening of Financial | To be conveyed later to the eligible tenderes. |
| | Bid | |

- 3. 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 www.mstcecommerce.com. Any amendment(s)/corrigendum/ clarifications with respect to this tender shall be uploaded on the website/e-portal only. The tenderer should regularly check the above website/e-portal for any amendment/ corrigendum/ clarification on the above website.
 - 4. The services specified above have to be provided by the successful bidder/s to Reserve Bank of India, Issue Department, Jaipur.



Section II:

Instructions to Bidders

| A. General | | | | |
|-------------------------|--|--|--|--|
| 1.Scope of Tender | 1.1 E-Tenders are invited by Reserve Bank of India (hereinafter referred to as "RBI"), Jaipur from eligible bidders The tenderer shall supply sufficient number of fully covered closed cash vans/closed vehicles having metallic body of sufficient thickness, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS) for the transportation of coins packed in bags from i. RBI, Jaipur to currency chests located in the jurisdiction with carrier's risk. ii. RBI, Jaipur to Outstation RBI Issue Offices with carrier's risk. | | | |
| 2. Prohibited Practices | 2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank: | | | |
| | (a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices: | | | |
| | i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; | | | |
| | ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; | | | |
| | iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and | | | |
| | iv. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; | | | |
| | (b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question; | | | |
| | (c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in | | | |



| | competing for | , or in executing the contract; | | |
|---------------------------------|--|--|--|--|
| 3. Eligibility Criteria | 3.1 The tenderers must be experienced, resourceful, financially sound and licensed entity (company/partnership/proprietary firm, etc.) having: | | | |
| | i. Minimum five years of experience in undertaking similar work. | | | |
| | ii. Minimum average annual turnover of at least 25% of estimated expenditure of the contract during the last three financial years supported by audited financial statements. | | | |
| | shee | tive net worth as per the latest audited balance at. The tenderers shall submit solvency certificate certified by the bank. | | |
| | iv. Minimum number of 5 fully covered closed vans/ vehicles of minimum 7.5 MT capacity having metallic body of sufficient thickness, preferably bullet/ tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS) and CCTV surveillance system. | | | |
| | v. The tenderer shall have Permanent Account Number (PAN) and Goods and Service Tax Identification Number (GSTIN), 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 Office for execution of contract. | | | |
| | sche and | tenderer shall maintain an account with any of the duled commercial banks. The name of the bank nature of account maintained should be furnished e Bank. | | |
| | | inderers shall submit documentary evidences in eir claims of possessing the required qualification/ | | |
| 4. Amendment of Tender Document | 4.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments/corrigendum on RBI website (www.rbi.org.in) /e-portal. Any amendments / corrigendum issued shall be a part of this document. | | | |
| | 4.2 To give p | rospective tenderers reasonable time in which to | | |



| | take any/all amendments/corrigendum into account in preparing their Tenders, the Bank may, at its discretion, extend the deadline for the submission of Tenders. |
|--|--|
| B. Preparation of Ten | ders |
| 5. Cost of Tendering | 5.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process. |
| 6. Documents comprising the Tender | 6.1 The Tender shall comprise the following: Section I: Notice Inviting Tender (NIT) Section II: Instructions to Bidders (ITB) Section III: Terms and Conditions of the Contract Section IV: Tender Form – Part-I (Technical Bid) Section V: List of Documents to be submitted with Technical Bid Section VI: Evaluation of Part-I (Technical Bid) Section VII: Tender Form – Part-II (Price Bid) |
| 7. Letter of Tender | 7.1 The tenderer shall submit the Tender using the digital signature Class III via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested. |
| 8. Documents establishing the qualifications of the Tenderer | 8.1 To establish its qualifications to perform the Contract in accordance with Section II (Para 3), the tenderer shall submit all relevant documents/records/information while submitting the Tender. |
| 9. Period of validity of Tenders | 9.1The Tender validity period shall be 90 days from the last date of the submission of tender. 9.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. |
| 10. EMD as Tender Security | 10.1 Tenderers need to submit necessary EMD and transaction fees to be eligible to bid online in the e- tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. 10.2 Earnest Money Deposit of ₹20,000/- (Rupees Twenty thousand only) to be made to the Reserve Bank of India, Jaipur through NEFT/RTGS. The Account and other details for transferring the EMD amount through NEFT/ RTGS are as under: |



| | (iv) Account Name – Earnest Money Deposit Received (v) Account Number – 8692299 (vi) IFS Code - RBIS0JPPA01 | | | |
|--|---|--|--|--|
| C. Submission and | Opening of Tenders | | | |
| 11. Submission, Sealing and Marking of tenders | 11.1 Tenderers submitting Tenders electronically shall follow the electronic e-tendering submission procedures specified in the instructions regarding E-Tender. | | | |
| | 11.2 The tenderers may submit their Technical Bid in the prescribed format (Part-I) along with the copies of all the necessary documents, as per the list of documents given in Section V and Financial Bid (competitive rates) in the prescribed format (Part-II). E-Tender with all information shall be submitted on or before the prescribed time on the last date. | | | |
| | 11.3 If desired/prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender. | | | |
| 12.Deadline for Submission of Tenders | 12.1 Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document. | | | |
| | 12.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document. | | | |
| 13. Late Tenders | 13.1 No Tender submission after the deadline shall be allowed on the e-portal. | | | |
| 14. Tender Opening | 14.1 The Bank shall open the Tender electronically on the notified date. | | | |
| D. Examination of Te | enders | | | |
| 15. Confidentiality | 15.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers. | | | |
| 16. Clarification of Tenders | 16.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders. | | | |





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.

- v. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on the date mentioned in this document.
- vi. The Bank will award the contract to the tenderer(s) whose Bid has been determined to be substantially responsive to the conditions mentioned in tender document and who has/have offered the Bid Price reasonable to the estimated considering the values of all the component of the contract for arriving L1.
- **vii.** Keeping in view the sensitivity of the work, the Bank shall be at liberty not to accept the lowest bid or any tender and shall reserve 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.

viii. The work may be distributed based on kilometres covered during the year. The division of work will be as under:

- a. In the event of there being more than one L1 bidder, the entire work may be equally distributed ((50:50), (33.3:33.3:33.3)) etc. among the L1 bidders.
- b. Otherwise, the entire work may be split between L1 and L2 in the ratio of 60:40 (approx.) subject to the L2 bidder agreeing to accept the rates offered and accepted and finalized with L1 bidder. This is without any prejudice to the supply capacity of L1 bidder and is only meant to reduce complete reliance on one contractor.
- c. In case L2 bidder is not agreeable to match L1 rate then L3, L4 etc. bidder in that order shall be given opportunity to match L1 rate for awarding the balance 40% of work.
- d. If L2, L3, L4 etc. are not agreeable to match the offered rate of L1, then the balance estimated work (40%) may also be awarded to L1 bidder.

19. Bank's Right to accept any tender

19.1 The Bank reserves the right to accept or reject any tender



and to reject any or all tenders

and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out rightly.

F. Award of Contract

20. Period of Contract

20.1 The award of contract shall be valid for a period of one year i.e. from (April 01, 2021 to March 31, 2022), which can be extended up to a further period of two years, one year each at a time, with/without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions.

20.2 On receipt of the intimation from the Bank of the acceptance of his/ her tender, the successful tenderer shall be bound to implement the contract. The successful tenderer shall sign an agreement within a week in accordance with the terms and conditions of the agreements, specified in Section III, and the schedule of rates, finally arrived at.

Other Important Instructions:

A. General Conditions:

- i Bank is not responsible for the completeness of the Tender Document.
- ii In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the Tender.
- iii The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.

B. Situations leading to disqualification / rejection of tenders

- i Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for a period of minimum one year extendable up 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 All the tenders should be complete in all respects with all attachments / enclosures / annexure. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence



etc. will be out rightly and summarily rejected by the Bank.

- iii Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
- iv Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.
- v Tenders received after the due date and time shall be summarily rejected.
- vi Conditional tenders shall be straightway rejected and no additional clause will be entertained.
- vii No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.

viii Alternative Proposals / Time for Completion shall not be permitted.

C. Dispute Resolution

- i It is to be duly noted that in case of any/all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
- ii All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director or General Manager (Officer-in-Charge), Reserve Bank of India, Jaipur and his/her decision, in writing, shall be final and binding on the Service Provider. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Jaipur only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

D. Force Majeure

i. Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the



Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

E. Disclaimer

- i. Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of NIT, it shall be considered that this document is complete in all respects.
- ii. The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.
- iii. While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

F. Confidentiality Statement

- i. The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
- ii. The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
- iii. This Tender Document does not purport to contain all the information each tenderer may require.
- iv. This tender document may not be appropriate for all persons, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.
- v. Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.



- vi. The Bank and employees make no representation or warranty and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of the tender document.
- vii. This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).



Section III:

Terms and Conditions of the Contract for supply of sufficient number of fully covered closed cash vans/closed vehicles for the transportation of coins

1. Scope of work:

The tenderer shall supply sufficient number of fully covered closed cash vans/closed vehicles having metallic body of sufficient thickness, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS) for the transportation of coins packed in bags from:

- i. RBI, Jaipur to currency chests located in the jurisdiction with carrier's risk.
- ii. RBI, Jaipur to Outstation RBI Issue Offices with carrier's risk.

2. Commencement / Renewal:

- i. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer(s) shall be bound to execute and implement the contract. The successful tenderer(s) shall sign an agreement with the Bank within a week in accordance with the conditions in tender document and the schedule of rates.
- ii. The contract shall be valid for one year (i.e. April 01, 2021 March 31, 2022) at a time 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, subject to satisfactory performance of the contractual terms and conditions.
- iii. 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 he is willing to renew the contract for a further period on the existing terms and conditions.

3. Security:

i. The tenderer(s) shall furnish to the Bank an irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank for a sum of ₹1,00,00,000/- (Rupees One crore only), representing the maximum value of treasure being transported.



- ii. The Performance Bank Guarantee (PBG) shall be for the due performance of the contract for the entire contract period and also against any loss or damage caused to or suffered or would be caused to or suffered by the Bank. If the contract is renewed, the contractor will arrange to provide extended Bank Guarantee accordingly.
- iii. The Bank reserves the right to increase the amount of Bank Guarantee depending upon the amount of remittance and the contractor shall provide Bank Guarantee of additional amount.
- iv. The Bank Guarantee shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from any agencies concerned or contractors' employees.
- v. For the proper performance of the obligations under the contract, within 10 days after the issue of notification of award by RBI, the successful tenderer(s) shall furnish security deposit of an amount of ₹5,00,000/-(Rupees Five lakh only) or 5% of total estimated expenditure of the contract (i.e. ₹50,000/- in this case), whichever is less, in favour of Reserve Bank of India, Jaipur. No interest shall be payable on the amount of the Security Deposit.

4. Duties of the contractor:

It shall remain the contractor's responsibility to successfully execute the contract till the completion of validity period. The contractor has also to indemnify the Bank from any type of loss due to any negligence on their part and for which the Bank is not responsible.

- i. The contractor shall, at all times during the contract period, within 12 hours from the receipt of written or verbal requisition to that effect from the General Manager / Deputy General Manager, Reserve Bank of India, Issue Department, Jaipur or any of his/ her subordinate officer(s), supply adequate number of vehicles for transportation of coins packed in bags. Such requisition may be delivered to the contractor by means of telephone or mobile phone or e-mail or fax etc. The requisition notice may be cancelled by the Bank by issuing another notice, orally or in writing not less than three hours before the time fixed for transport of coin bags. In such case the Bank shall not make any payment to the contractor by way of remuneration compensation etc.
- ii. In urgent cases, certified by the General Manager/DGM-in-charge, Issue Department of the Bank, requisition with three hours' notice in lieu of twelve



hours' notice, may be made by the Bank and shall be complied with accordingly by the contractor.

- iii. The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on a day / days declared as Public Holiday/s under the Negotiable Instruments Act, 1881 including Saturday and Sunday or any other extant statute / provision applicable in this respect.
- iv. The contractor shall not, in any circumstances, transport goods or any other item pertaining/belonging to any other person in the vehicles carrying the consignment of the Bank.
- v. The coin bags will be handed over to the contractor at his/ her own risk, he must provide necessary security arrangements for them. The contractor may arrange for insurance of the coins at his/ her own cost in consultation with the Bank.
- vi. The contractor shall be required to obtain necessary route permits and pay all relevant taxes on his/ her own.
- vii. The contractor shall not assign the contract onwards. He/ She shall not sublet any portion of the contract except with the prior written consent of the Bank. In case of breach of this condition, the Bank may rescind the contract.
- viii. In case of any breakdown of vehicle, the contractor shall be able to provide services of crane/ stand-by/ alternate vehicle of similar specifications so that the remittance of the treasure is not delayed.
- ix. The contractor shall ensure that the vehicles are having valid permission issued by RTO concerned, Registration papers, PUC certificate, Fitness Certificate, tax paid up to date, Insurance cover, etc. to the vehicles and the drivers of the vehicles have valid driving license. The contractor will indemnify and keep indemnified the Bank against any loss, costs, charges and expenses incurred or suffered by the Bank on account of lack of said permit, license, certificates, etc.
- x. The Bank shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the operation. The contractor shall ensure prompt/ immediate compliance of the same.
- xi. The work of the Bank should be carried out in a proper, careful, expeditious and efficient manner. The complete works/activities should be carried out without causing any damage to the coin bags, Bank's employees or officers,



Bank's property, goods etc. and general public or any other person present in the premises of the Bank. The tenderer shall be required to work in close co-ordination with the contractor who will supply labourers/ mazdoors.

- xii. The vehicles supplied by the contractor shall be of less than 10 years old and must be roadworthy and in good condition. These vehicles shall either be owned or leased by the contractors. In case of leased vehicles, the lease of vehicles shall not expire during the contract.
- xiii. The contractor shall make good and reimburse to the Bank any loss or damage sustained by reason of accident, fire, theft, robbery, looting of the treasure, in transit or by any defective vehicle or from any incompetence, negligence of the employees of contractor.
- xiv. The loading of the coins in boxes, gunny bags into the contractor's closed trucks/ containers will be done by the bank at RBI, Jaipur. However, unloading of the coins at the destination currency chest/s / small coins depot/s will be done by the contractor at his cost and responsibility only.

5. Payment and Taxes:

The payment will be made on monthly basis after the submission of bills for each consignment complete in all respects.

- 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.
- ii. The contract price shall be all inclusive consisting of fixed & operating charges and based on the Scope of Work, vehicle being supplied and also include inter-alia. Drivers including other workmen's salary/uniform/food/allowances Employees' etc. State Insurance Corporation (ESIC) payment, Employee Provident Fund (EPF) payment, Bonus payment, Gratuity, insurance & overtime wages, if any, taxes & levies, parking charges, toll gate fees & all other charges.
- iii. 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.
- iv. All compensations or other sums of money payable by the contractor to the Bank under the terms of the contract shall be deducted from Performance Bank Guarantee furnish by contractor or other dues payable or becoming payable to the contractor.



v. In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director/ Officer-in-Charge, Reserve Bank of India, Jaipur shall be final and binding on both parties.

6. Disqualification/ Termination/ Penalty:

- i. Any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the tender process. 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. If the contractor fails to comply with any of the terms and conditions of the contractor, the Bank reserves the right to terminate the contract with immediate effect and forfeit the security deposit with the Bank. Apart from that the contractor will also be prohibited from taking part in any tender issued by Issue Department of Jaipur Office for one year.
- iii. If the contractor elects to terminate the agreement/contract without proper notice of three months, then the Bank shall have the right to forfeit the security deposit with the Bank. Apart from that the contractor will also be prohibited from taking part in any tender issued by Issue Department of Jaipur office for one year.
- iv. In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of vehicles or any breach of instructions of the contract, considered by the General Manager/ DGM-in Charge, Issue Department, Reserve Bank of India, Jaipur 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 ₹10,000 (Rupees Ten thousand only) on the contractor.
- v. In case of frequent or continued delay or in case of any breach by the Contractor of any of the provisions of this agreement, the Bank may terminate the contract with immediate effect by giving intimation in writing by the General Manager / Deputy General Manager-in-charge, Issue Department with the approval of the Regional Director/ Officer-in-Charge on behalf of the Reserve Bank of India whether any penalty as herein before provided for such delay or breach has been imposed or not.



- vi. 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.
- vii. 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 this case the transporter has no power to claim compensation.

7. Compliance with Statutes:

The contractor(s) 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 abide by the provisions of the Motor Vehicle Acts and the rules of the states in force in the states concerned.
- ii. 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.
- iii. 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 Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be recovered from Bank Guarantee (PBG) 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 contractor shall submit the salary disbursement statements against the signature of its employees assigned for Bank's work for the Bank's verification on quarterly basis. If payment is made in cash, it should be done 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 Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the employees provided by the contractor to fulfil the duties assigned to him. In the event of the Bank as the Principal Employer being required/ called upon to pay any amount to the employees of contractor 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 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/ she shall ensure taking proper action under the Act in respect to the said complaint. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

8. Non - Disclosure Clause:

The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/systems/equipment/practices etc., which may come to the possession or knowledge of the contractor during the course of discharging contractual obligation 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 obligation 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 Bank. The contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate 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.



SECTION-IV PART I – SCOPE OF WORK AND COMMERCIAL CONDITIONS

Technical Bid Form

(Note- To be filled and uploaded in the e-tendering portal)

| Sr. No. | Particulars | Information submitted by the Bidder | | | |
|---------|--|-------------------------------------|-----------|--------|--|
| | | | | | |
| 4 | Name of the Tandage | | | | |
| 1. | Name of the Tenderer | | | | |
| 2. | Whether the tenderer is a | | | | |
| | Company, partnership firm or | | | | |
| 3. | proprietary concern Name and designations of the | | | | |
| 3. | persons who are authorized to execute the contract | | | | |
| 4. | Registered address and contact address of the | | | | |
| | Company/Firm/Proprietorship concern | | | | |
| 5. | Telephone Number (s) | 000 | . | | |
| | | Office | Residence | Mobile | |
| | | | | | |
| | | | | | |
| | | | | | |
| 6. | E-Mail Id | | | | |
| 7. | Fax Number | | | | |
| 8. | Address of the office/local | | | | |
| | representative of the Tenderer | | | | |
| | within Municipal area of Jaipur | | | | |
| 9. | Experience in undertaking | | | | |
| | similar work (No. of Years) | | | | |
| | (Certificates to be attached) | | | | |
| 10. | Average Annual Turnover of | | | | |
| | the last three years (audited financial statements are to be | | | | |
| | attached) | | | | |
| 11. | Net worth as per the latest | | | | |
| | audited balance sheet (To be | | | | |
| | attached) | | | | |



| 12. | Whether holding national Permit for the Vehicles (Photo copies of the National Permits of the vehicles to be attached) | |
|-----|--|--|
| 13. | Name, address, IFSC, Account type and number of the Bank (copy of cancelled cheque be attached) | |
| 14. | PAN (To be attached) | |
| 15. | GSTIN (To be attached) | |

| 16. | Details of Fully Covered Container Trucks/Vehicles held by the Tenderer | | | | | | |
|------------|---|---------------|-----------------------|------------------------|--|------------------|--|
| SI. No. | Make | Model Year | Capacity (in Tons) | Registration Number | Whether the Trucks/ Vehicles are GPS enabled having minimum capacity of 7.5MT (Yes/No) | Permit Number | |
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17. Details of the institutions with which the tenderer has entered into similar contracts (Documents / Certificates in support thereof may be enclosed)

| S. No. | Name of the institution | Address and Telephone Number (submit relevant documents) | Period of Contract | Actual value of the work done in the institution (₹) |
|-----------|-------------------------|--|-----------------------|---|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

18. Are the characters and antecedents of the drivers of the transport vehicles verified and certified by the police? - Yes / No

(If yes, enclose the Police Verification Reports)

19. (a) Whether the tenderer has ever been blacklisted by RBI or State / Central Government Department? - Yes / No

(If the firm or its director/s have been debarred from applying or blacklisted by RBI or convicted by any criminal court, they need not apply).

(b) Whether any proceeding against the firm or its director/s are pending in any court? Yes / No

If Yes, then give details (A separate sheet may be attached)



20. Are the terms and conditions of the contract acceptable to the tenderer? – Yes/NO

If Yes, a copy of the terms and conditions of the contract, given in Section-III of this tender document, duly signed on each page, should be submitted with the tender.

21. Details of Earnest Money deposited through NEFT into the Account of RBI, Jaipur:

a. NEFT Details: IFS Code - RBIS0JPPA01A/c No. = 8692299 (Earnest money deposit received A/c)

b. Amount: ₹20,000/-

Declaration:

- a) 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, the Bank is free to take any penal action it may deem fit.
- b) 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 will be final.

Name of the Authorized Official of the Company/Firm:

Signature (With Seal of the Company/Firm):

Date:



Section V

List of the Documents to be submitted with the Technical Bid

- i. Experience Certificates.
- ii. Audited financial statements for the last three years.
- iii. Solvency certificate duly certified by the bank showing Positive net worth as per the latest audited balance sheet.
- iv. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- v. Undertaking stating that the tenderer is not willful defaulter to any bank/financial institution and there is no criminal case against the company/person.
- vi. Copies of PAN and GSTIN.
- vii. Document showing that the tenderer has an Office/local representative within Municipal area of the Jaipur.
- viii. Copies of the Registration certificates, Pollution under control certificates, Insurance certificates and National permits of the vehicles.
- ix. Copies of valid Police verification reports of the drivers along with the copies of their Driving licenses.
- x. Acceptance of the Terms and Conditions of the contract (contained in the Section III) by the applicant by submitting a copy of the same duly signed by the Tenderer.
- xi. Advice of the Earnest Money Deposited to RBI, Jaipur Account through NEFT
- xii. Bank Statements for the last one year.
- xiii. Copy of cancelled cheque of the bank.

Note: All the above documents should be submitted/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 Part-I at the sole discretion of the Bank.



Section VI

Evaluation of Part-I (Technical Bid)

Qualifying Criteria

The eligibility criteria set earlier in this document must be fulfilled for consideration of technical bid. In addition, the following criteria will also be considered.

| SI. No. | Parameters of Technical Evaluation | Whether fulfilling the parameter/Sub mitted the Necessary Documents (Yes/No) | Whether eligible to qualify Part-I of the Tender | Remarks |
|------------|---|--|---|---------|
| 1. | Minimum five years of experience in undertaking similar works | | | |
| 2. | Minimum average annual turnover of at least 25% of estimated expenditure of the contract during the last three years – to be supported by audited financial statements | | | |
| 3. | Positive net worth – Solvency certificate duly certified by the bank to be attached | | | |
| 4. | Whether holding National Permits for the vehicles? | | | |
| 5. | Whether Characters and antecedents of the drivers of the transport vehicles verified and certified by the police? | | | |
| 6. | Whether the tenderer has ever been blacklisted by RBI or State/central Government Department? | | | |
| 7. | Whether any proceeding against the firm or its director/s are pending in any court? | | | |
| 8. | Are the terms and conditions of the contract given in Section-III of the tender document are acceptable to the tenderer? If yes, a copy of the same, duly signed on each page, should be submitted. | | | |
| 9. | Whether the Earnest Money Deposit of Rs.10,000/- has been made to the Bank by the tenderer? If yes, a copy of the NEFT details to be attached. | | | |

Only those tenders fulfilling the above evaluation criteria will qualify in Part-I of the tender and will be eligible for Part-II i.e. Financial Bid. However, the Bank reserves the right to relax any norm under its sole discretion, but applicable to all.



SECTION-VII PART II - PRICE BID

Cash vans/ Vehicles Charges forTransportation of coins

Rates quoted for supply of sufficient number of fully covered closed cash vans/ closed vehicles for transportation of coins

| | Type of Charges per km. for remittance of coins closed | | | Per night halting charges, if any (₹) | |
|--------|--|--|--|---------------------------------------|--|
| S. No. | truck/contai ners with capacity (Tonnes) | Within Jaipur Nagar Nigam area (₹) | Out of Jaipur within Rajasthan (₹) | Outside Rajasthan (₹) | |
| 1 | Up to 7.5 MT | | | | |
| 2 | 9 MT | | | | |
| 3 | 12 MT | | | | |
| 4 | 16 MT | | | | |

Note: Charges per km. (per day minimum running condition is not acceptable)

| (<u>Proforma of Financial Bid placed is for your reference only. Financial Bid to be filled in the MSTC e-tendering Portal Only</u>) |
|--|
| Name of the Authorized Official of the Company/Firm: |
| Signature (With Seal of the Company/Firm): |
| Date: |