



NOTICE INVITING TENDER

e-Tender No.: RBI/Bhopal/Issue/3/22-23/ET/58

Regional Director, Reserve Bank of India, Bhopal invites e-Tender for Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes. The e-Tender along with the detailed tender notice is available at MSTC site <https://www.mstcecommerce.com/eprochome/rbi> and the website of the Bank at <https://www.rbi.org.in>.

2. All interested bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.

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

e-Tender Schedule	Schedule Date
Date of NIT available to parties to download	From 10.05.2022 to 20.05.2022
Date of starting of e-Tendering (Bid Start Date)	20.05.2022 from 10:00 hrs
Date of a Pre-Bid Meeting	23.05.2022 at 15:00 hrs
Last date of submission of e-Tender (Bid Close Date)	02.06.2022 up to 14:00 hrs
Date and time of opening of Part-I (Technical Bid)	02.06.2022 at 15:00 hrs
Date and time of opening of Part-II (Price Bid)	Will be intimated separately

4. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons 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to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

Place: Bhopal
Date: May 10, 2022

Regional Director
Reserve Bank of India, Bhopal



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
निर्गम विभाग / ISSUE DEPARTMENT
भोपाल क्षेत्रीय कार्यालय / Bhopal Regional Office

E-tender for Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes

E-Tender No.: RBI/Bhopal/Issue/3/22-23/ET/58

(Part I)
(Techno-commercial Bid)

Name of Tenderer : _____

Address: _____



DISCLAIMER

Reserve Bank of India, Issue Department, Bhopal, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies 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 Reserve Bank of India in submitting the e-tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its 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 or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



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Schedule of Tender (SOT)

a.	E-Tender No	RBI/Bhopal/Issue/3/22-23/ET/58
b.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c.	Estimated cost	₹ 18.00 Lakh
d.	Date of NIT available to parties to download at www.mstcecommerce.com/eprochome/rbi	From 10.05.2022 to 20.05.2022
e.	Date of starting of e-Tendering (Bid Start Date)	20.05.2022 from 10:00 hrs.
f.	Date of Pre-Bid Meeting	23.05.2022 at 15:00 hrs.
g.	Last date of submission of e-Tender (Bid Close Date)	02.06.2022 up to 14:00 hrs
h.	Date and time of opening of Part-I (Technical Bid)	02.06.2022 at 15:00 hrs.
i.	Date and time of opening of Part-II (Price Bid)	Will be intimated separately
j.	Earnest Money Deposit	₹ 36,000/- through (1) NEFT (in our A/c No. 186003001, bearing the name – RBI Bhopal (2) IFSC -RBIS0BLPA01 (‘0’ in the code represents ZERO) (3) Last date for receipt of EMD is on or before 14:00 hrs of 02.06.2022. (4) No interest shall be paid on this deposit. (5) EMD can be submitted in the form of DD and BG also.



k.	Transaction Fee (To be paid and submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	Rs1000/- (exclusive of GST @18%) To be paid through MSTC Payment Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.
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The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

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



E-Tendering Procedure

1.	<p>System Requirements: -</p> <ul style="list-style-type: none">i. Windows 7 or above Operating Systemii. IE-9 or above Internet browser.iii. Signing type digital signatureiv. JRE 8 update 161 or and above software to be downloaded and installed in the system (File Name- Windows X86 Offline)v. To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom levelvi. Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.
2.	<p>Registration: -</p> <ul style="list-style-type: none">i. 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.ii. Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →PSU / Govt. Depts. →Click On RBI →Register as Vendor Filling up details and creating own user id and password→ Submit.iii. Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form.
3.	<p>Transaction Fees</p> <ul style="list-style-type: none">i) The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login.ii) The vendors have to select the particular tender from the event dropdown box.iii) The vendor shall have the facility of making the payment either through NEFT or Online Payment.iv) 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.v) On selecting Online Payment, the vendor shall have the provision for making payment using its Credit/ Debit Card/ Net Banking.vi) 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



	<p>system generated mail. The transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE – Bidder(s) 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.</p>
3.	<p>Bidding in e-tender:</p> <p>i) Bidder(s) need to submit necessary EMD to be eligible to bid online in the e-tender. No interest will be paid on EMD.</p> <p>ii) Only those bidder(s) who have submitted the above fees can submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU /Govt. Depts. →RBI Vendor Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>iii) The bidder should allow to run an application namely ‘enApple’ by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>iv) 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 filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid.</p> <p>NOTE: - The Techno-Commercial Bid & Price bid cannot be revised once the “Final Submission” button has been clicked by the bidder.</p>
4.	<p>Opening of Bids</p> <p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p>



	<p>Note: As there would generally be no negotiations hence tenderers are advised to submit their most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
5.	<p>Contact Details (MSTC) for further enquiries/assistance:</p> <ol style="list-style-type: none">1. Mr. Shishupal Yadav, Deputy Manager – syadav@mstcindia.co.in, mstcbhopal@mstcindia.co.in – Mobile: 8826562675 76-77(R)], First Floor, Tilhan Sangh Bhawan, 1 Arera Hills, MPOILFED Building, Bhopal-4620242. Mr. Mayank Kumar, Assistant Manager – Email ID: mkumar@mstcindia.co.in Mobile: 8269000225, First Floor, Tilhan Sangh Bhawan, 1 Arera Hills, MPOILFED Building, Bhopal-4620043. Mr. Ganesh Yadav, Branch Manager, Email ID: bmbplmstc@mstcindia.in Mobile: 9869043055, First Floor, Tilhan Sangh Bhawan, 1 Arera Hills, MPOILFED Building, Bhopal-462004 Google hangout ID- (for text chat)- mstceproc@gmail.com <p>Contact Persons: RBI, Issue Department, Bhopal Regional Office</p> <ol style="list-style-type: none">1. Mr. Alok Kumar Jha – alokjha@rbi.org.in, Assistant Manager Mob: 77383238632. Mr. Hardik Prajapati – hcprajapati@rbi.org.in, Assistant Manager Mob: 94269848593. Mr.– Dhananjay Kasture - dkasture@rbi.org.in, Assistant General Manager, Mob: 9561457665



Important Instructions on e-tendering

- 1) Bidders are requested to read the terms & conditions of this tender before participating in the tendering process.
- 2) The price bid and the commercial bid has to be submitted on-line at https://www.mstcecommerce.com/eprochome/rbi/buye_login.jsp.
- 3) The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a personal computer connected with Internet. MSTC/RBI is not responsible for making such arrangement.
- 4) Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
- 5) Bidders are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome/rbi/buye_login.jsp to familiarize them with the system before bidding.
- 6) All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. 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).
- 7) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see Website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
- 8) E-tender cannot be accessed after the due date and time mentioned in NIT.
- 9) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- 10) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 11) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 12) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 13) Vendors are instructed to use attach documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. For further assistance please follow instructions of vendor guide.



- 14) The bidders must upload all the documents required as per terms of the NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 15) RBI 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.
- 16) 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 & conditions for the tender.
- 17) After submitting online bid, the bidder cannot access the tender, once it has been submitted.
- 18) The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
- 19) The bid will be evaluated based on the filled-in technical & commercial formats.
- 20) 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.



Section I Format of Tender

Place _____

Date _____

To

Regional Director

Reserve Bank of India,

Main Office Building,

Bhopal

Dear Sir,

I/We have carefully read and examined the Notice Inviting Tender, Terms and conditions and all other content specified in the Tender and having acquired the requisite information relating thereto as affecting the tender, we hereby offer to provide for Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes.

2. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions set forth in the Part I of Tender.

3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason thereof.

4. I/We have deposited a sum of ₹36,000/- as earnest money through NEFT with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India.

5. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.



Dated this **day** of**2022**.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with name _____

Address and date _____

(2) Signature with name _____

Address and date _____



Section II General Terms and Conditions

(A) Documents Comprising Tender/ Bid

Part I: (Techno-Commercial Bid)

- i) Form of Tender/Bid
- ii) Documentary evidence of payment of Earnest Money Deposit (EMD)
- iii) Duly completed Checklist (As per Schedule A)
- iv) Power of Attorney (as per proforma annexed hereto) in favour of person signing Bid
- v) Duly Filled-in and signed tender document consisting of Section I to Section IV
- vi) Dully filled-in Schedule A to schedule E.

Part II: (Price Bid): Duly filled-in and submitted in mstcecommerce website

(B) Clarifications and Pre-bid meeting

- i) If the bidders have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or any other matter concerning the tender, she/he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.
- ii) In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in the Schedule of Tender (SOT). The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day of the date fixed for pre-bid meeting. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. Any tender received with any deviation/ Condition is liable for rejection



(C) Amendment to Tender document

- i) At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.
- ii) The amendments would be made available on the website of RBI and MSTC website.
- iii) The Bidders are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s)/ corrigendum, if any, issued will form part of the contract document.
- iv) In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its sole discretion, extend the deadline for submission of Bids.

(D) Preparation of bid and Cost of bidding

The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and may inspect the site of the work and acquaint herself/himself with all local conditions, nature of the work and all matters pertaining thereto.

(E) Earnest Money Deposit (EMD)

- i) The bidders are required to submit documentary evidence of Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in SOT along with the tender (Part –I).
- ii) EMD can be submitted through NEFT/DD/BG.
- iii) A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the unsuccessful bidder(s) without any interest if her/his tender is not accepted.
- iv) Under no circumstances, EMD will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
- v) No relaxation shall be granted to any firm (including Micro and Small enterprises) for submission of Security Deposit and Earnest Money Deposit (EMD). Any bid received without EMD shall be deemed as non-bonafide and shall be rejected.



(F) Security Deposit

- i) The Security Deposit of Rs.2,00,000/- (Rupees Two Lakh only) paid by the successful tenderer along with his tender, shall be held by the Reserve Bank of India as a security deposit for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.

(G) Signing of Bid, Power of Attorney

- i) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications and other terms and conditions etc. as laid down.
- ii) Bidders shall submit, along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be in the form annexed hereto.

(H) Modification / substitution / Withdrawal of Bids

- i) No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
- ii) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
- iii) Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"

(I) Bid Due Date

Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, can extend the Bid due date



(J) Opening of Bids

- i) The uploaded tender Part I, EMD, technical details, etc., called Part I of the tender, will be opened on the time and date, as specified in SOT, at office, by the tender inviting authority or her/his authorized representative in the presence of authorized representatives of the bidders who choose to be present.
- ii) The price bid, containing the duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.

(K) Acceptance of Tender and Award of Work

- i) On receipt of intimation from the RBI of the acceptance of her/his/their tender, the successful bidder shall be bound to execute/perform the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. In the event the Bidder fails to perform work after acceptance of tender, the bidder shall be liable to be debarred/disqualified upto five years from participating in any tender or executing any work in the Bank.
- ii) The cost of required stamp paper for execution of the agreement shall be borne by the successful bidder.

(L) Bank's right to accept or reject any or all the bids

Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. RBI shall not assign any reason for rejection of any or all Bids.

- (M)** The tenderer has to declare whether his/her relative/s are employed in the Bank and if so in what position. If no relative is employed in the Bank the tenderer should give a declaration to that effect.

- (N) Provision of Rule 144 (xi) of the GFR 2017:** Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of



Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at [Annexure – III](#). If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

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

Place:

Date:

Signature of bidder (with seal)



Section III

Scope of work:

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

- i. Loading, unloading, weighing, carting, stacking of coins packed in bags and also for miscellaneous incidental items of work in the premises of the RBI, Bhopal or any premises identified by the Bank.
- ii. For loading, unloading, stacking of full notes boxes in the premises of the RBI, Bhopal, Railways Stations / Airports or any premises identified by the Bank.

Eligibility:

The tenderer must be a reputed, experienced and license 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 license 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 tenderers shall submit documentary evidences in support of their claims of possessing the required qualification/ eligibility.



Commencement / Renewal:

- i. On receipt of intimation from the Bank of the acceptance of his / her tender, the successful tenderer shall be bound to execute and implement the contract. The successful tenderer 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 July 23, 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, 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.

Security Deposit:

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, his/her Security Deposit shall be forfeited. Further, the contractor has 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 twelve hours from the receipt of written or verbal requisition to the effect from the General Manager/ Deputy General Manager-in-Charge, Reserve Bank of India, Issue Department, Bhopal or any of his/her subordinate officer(s), supply as many able bodied labourers as may be required for handling coin bags and note boxes and also for miscellaneous incidental items of work in the Issue Department, Reserve Bank of India, Bhopal as may be specified in the notice.



- ii. The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on day/days declared as Public Holidays under the Negotiable Instruments Act, 1881 including Saturday and Sunday or any other extant statute / provision applicable in this respect.
- iii. On urgent occasions/cases the contractor shall comply with the request to provide labourers in sufficient number at short notice of three hours. The decision regarding any occasion/case being urgent shall rest with the Bank and it shall be sufficient for the purpose of this contract that the Bank 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.
- iv. 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 and forfeit the Security Deposit
- v. 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 labourers or deployment of insufficient labourers 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 by reason of any act of dishonesty or fraudulent conduct on his/her part or on the part of labourers or other personnel engaged by the Contractor.
- vi. The Bank shall have the right to direct the contractor not to engage the services of any labourers worker who are incompetent and/or negligent in carrying out the aforesaid works. The Bank shall also have the right to direct the Contractor to stop engaging the services of any workers / labourers who are found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in the Bank or otherwise. On receipt of such direction from the Bank, the contractor shall immediately stop engaging the services of such labourers for carrying out the aforesaid works in the Bank. If the contractor fails to comply with the direction of the Bank, the Bank may impose penalty of Rs.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, the Bank may cancel the contract and forfeit the Security Deposit.

- vii. The Contractor shall take suitable liability insurance cover for personal injuries likely to be suffered by the labourers engaged by him in connection with the contract and he/she shall ensure that the insurance cover is always kept alive during the currency of this agreement. The General Manager / Deputy General Manager-in-charge, Issue Department 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 the General Manager / Deputy General Manager-in-charge, Issue Department determines that the insurance cover is not sufficient (amount) or does not cover all the risks to which employees / labourers 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 so determined by the General Manager/ Deputy General Manager-in charge, Issue Department failing which the Bank may purchase insurance for the additional amount and /or additional risks. The Bank shall recover the expenses incurred in this regard by the Bank from the Contractor.
- viii. The Contractor shall furnish a list containing the names of the labourers, 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 labourers, helpers, supervisors or other employees / officials referred to above. The Contractor shall get the antecedents and character of all the labourers, helpers, supervisors or other employees / officials verified by the Police Department before the commencement of the contract.
- ix. 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 and Coin Bags.



- x. 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
- xi. 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 labourers and other personnel which may be associated with the discharge of the work/s subject of this agreement.

Payment and Taxes:

- i. The payment will be made on monthly basis.
- ii. 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 (**but exclusive of GST**), duties, local levies, works contract tax, or any other taxes as applicable imposed by Central / State Government / Local Bodies at extant rates. If the Tenderer fails to include such taxes (excluding GST) and duties in the tender, no claim thereof will be entertained by the Bank afterwards.
- 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 Bank Guarantee/Security Deposit furnished 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, Reserve Bank of India, Bhopal shall be final and binding to on both parties.



Disqualification/ Termination/ Penalty:

- i. It will be treated as a serious misdemeanor 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 getting blacklisted for a minimum period of one year extendable upto 3 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 labourers/ mazadoors or any breach of instructions of the contract, considered by the General Manager/ Deputy General Manager -in-Charge, Issue Department, Reserve Bank of India, Bhopal to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in-Charge in consultation with Regional Director may impose a fine not exceeding Rs. 5,000 (Rupees five thousand only) on the contractor.

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/ labourers 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 / labourer should be paid the minimum wages under the Minimum Wages Act, 1948 and rules made thereunder. Besides, the workmen /labourers 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 Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid PF Account for making PF Contribution for its workmen labourers. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to cancel the contract. Bank should not be responsible for any dispute arising out of less or no payment to laborers.
- iii. The Contractor shall maintain all records and legal documents updated as per the prevailing statute and have to produce before the management / statutory authorities as and when asked for.
- iv. The Contractor shall not supply Child Labour, which is prohibited under Child Labour Act, 1986.
- v. 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/her part in discharging his/her 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.
- vi. 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 labourers or other persons deployed by him/her for execution of the contract. In case of any complaint of sexual harassment against its employees/labourer 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 of the said complaint. 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/system/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 in the 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 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.

Scrutiny / Evaluation

The tenders comprising two parts i.e. Part I on "scope of work and other conditions" and Part II on "Price Bid" shall be submitted in electronically.

- i. The tenders, comprising of two parts, will be submitted by the tenderers. Part I comprising scope of work and other conditions to be submitted electronically which comprising of:
 - a. Earnest Deposit Money in the form of NEFT/DD/BG for Rs.36,000 (Rs. Thirty Six Thousands). 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 willful 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 Schedule 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 electronically comprising of prices in Indian Rupees only with detailed break-up of price (as per format) 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.

iii. Part I of the tender shall be opened in the presence of tenderers or their authorized representatives, who choose to be present.

iv. 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 which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

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 tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened latter.

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. 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
TENDER FORM

PART- I: Technical Bid

1. Particulars of the Tenderer

1.	Name of individual/Company/Firm/Institution/Proprietor	
2.	Address	
3.	Telephone/Mobile number	
4.	Email	
5.	PAN Number	
6.	GSTIN with documentary evidence	
7.	Brief description of business	

2. Bank Account Details

1.	Name of the Bank	
2.	Bank Branch Address, IFSC code	
3.	Type of bank account & Account Number	
4.	Details of defaults, if any	



3. Details of EMD

Amount Rs. _____

NEFT/DD/BG Reference No. _____

Date _____

Issued by Name of bank branch/address _____

Date of Submission of EMD to RBI along with [Annex - 1](#): _____

I agree to the terms and conditions as stipulated in the tender document by RBI, Bhopal.

Date: _____

Signature of Applicant

Name (_____)
(with rubber stamp/seal of the firm/ company)



Details to be filled in by Tenderer (to be filled, SIGNED AND UPLOADED ON THE portal of MSTC Ltd.)

**Schedule A
Check List of Documents to be uploaded**

Sr. No.	Description	Bidder's Confirmation
1.	Duly signed Tender Part-I (Section I to IV) and Part-II	
2.	Duly filled Schedule A, B, C, D, E	
3.	Documentary evidence of EMD paid	
4.	Self-attested photocopy of PAN (mandatory) and TAN (if applicable)	
5.	Self-attested photocopy of GST registration	
6.	Bank statement/self-attested photocopy of front page of pass book	
7.	Power of Attorney	
8.	Annex-III	
9.	Whether any of the applicant's relative/s is/are employed in the Reserve Bank of India?	
10.	Audited Financial Statements of last 3 years	
11.	Client Certificates	

Place:

Date:

Signature of bidder (with seal)



Schedule B
Organizational Details

Name of the tenderer				
Whether individual proprietorship, partnership or limited company				
Date of formation of partnership / Ltd. Company				
Postal Address	Local Address		Permanent / Regd. Office Address	
Pin code				
Telephone No. (with STD code)	Office	Residence	Fax	Mobile
E-mail				

Place:

Date:

Signature of bidder (with seal)



**Schedule C
Registration Details**

Sl. No.	Type of registration	Registration No.	Date of Registration
1	Income Tax – PAN		
2	Income Tax – TAN (for TDS)		
3	GST Number		
4	Shops and Commercial Establishments Act		
5	PF/EPF		
6	Any other type of registration		
7	Whether the provisions of contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition*) Central Rules, 1971 and any other legal provisions are applicable to your firm?		
8	Whether you are holding a Licence under Section 12(1) of Contract Labour (R&A) Act 1970/71, if so, the details of licence number etc. may be furnished.		
9	ESIC Registration details		

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

Place:

Date:

Signature of bidder (with seal)



Schedule D
List of Clients

(For whom similar work was undertaken in the last 3 years)

Sr No	Details	Client (1)	Client (2)	Client (3)
1.	Name			
2.	Address			
3.	Email Id			
4.	Contact No			
5.	Brief details of the work			
6.	Date of award of contract			
7.	Certificate from Client			

Place:

Date:

Signature of bidder (with seal)



Schedule E
Details of Banker(s)

Sr. No.	Particulars	Details
1.	Address	
2.	Contact Person	
3.	Email Id	
4.	Telephone Number	
5.	Fax Number	

Place:

Date:

Signature of bidder (with seal)



ANNEXURE I

NEFT Details for effecting e-payments

Name of the Institution: Reserve Bank of India, Bhopal

Address (in full): Hoshangabad road, Opposite Maida mill, RBI Bhopal

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Bhopal
2	Account Number	186003001
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR5286M
5	Name of the Bank	RBI, Bhopal
6	Name of the Branch	RBI, Bhopal
7	Address of the Bank	RBI, Bhopal
8	NEFT/IFS Code	RBIS0BLPA01 (0 in the code represents ZERO)
9	Name of the Account	RBI, NEFT, Inward Received
10	GSTIN	23AAIFR5286M1ZO



ANNEX II

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,
Regional Director
Reserve Bank of India
Issue Department
Bhopal Regional Office
Bhopal-462016

Dear Sir

Name of Work: **Tender Document for Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes**

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder



Name/(s)

Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized. Power of Attorney furnished by Contractor shall be irrevocable.



Annexure 'III'

Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by the bidders on their letter head duly sealed and signed by the authorised signatory)

**To
Regional Director
Reserve Bank of India
Bhopal.**

Name of Work: Tender Document for Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes

I/We _____ (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

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

- i. Is not from a country sharing land border with India, or
- ii. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. Is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)



3. I/ We further certify that _____ (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We _____ (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/We know and understand that, if this Undertaking / Declaration / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorised signatory of the Bidder with stamp

Date:

Place:



ANNEX - IV

Draft Articles of Agreement

Supply of sufficient number of adult and able bodied labourers for handling of coin bags and note boxes-23.07.2022 to 31.03.2023

THIS AGREEMENT made at Bhopal on this ___day of ___2022 between the **Reserve Bank of India** (a body corporate established under the Reserve Bank of India Act, 1934) having its office at Bhopal hereinafter referred Deputy General Manager/ General Manager, Issue Department, Reserve Bank of India (which expression shall include his successors in office) on the ONE PART and ----- (Contractor name and address) having its principal place of business at Bhopal hereinafter referred to as THE CONTRACTOR (which expression shall include his heirs, legal representatives, SUCCESSORS), on the OTHER PART.

NOW it is mutually agreed and declared as follows:-

1.

i. The Contractor shall, at all times during the Contract Period, within twelve hours from the receipt of written or verbal requisition to the effect from the General Manager/ Deputy General Manager-in-Charge, Reserve Bank of India, Issue Department, Bhopal or any of his/her subordinate officer(s), supply as many able bodied labourers as may be required for handling coin bags and note boxes and also for miscellaneous incidental items of work in the Issue Department, Reserve Bank of India, Bhopal as may be specified in the notice.

ii. The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on day/days declared as Public Holidays under the Negotiable Instruments Act, 1881 including Saturday and Sunday or any other extant statute / provision applicable in this respect.

iii. On urgent occasions/cases the contractor shall comply with the request to provide labourers in sufficient number at short notice of three hours. The decision regarding



any occasion/case being urgent shall rest with the Bank and it shall be sufficient for the purpose of this contract that the Bank 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.

iv. 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 and forfeit the Security Deposit.

v. 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 labourers or deployment of insufficient labourers 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 by reason of any act of dishonesty or fraudulent conduct on his/her part or on the part of labourers or other personnel engaged by the Contractor.

vi. The Bank shall have the right to direct the contractor not to engage the services of any labourer worker who are incompetent and/or negligent in carrying out the aforesaid works. The Bank shall also have the right to direct the Contractor to stop engaging the services of any labourer who are found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in the Bank or otherwise. On receipt of such direction from the Bank, the contractor shall immediately stop engaging the services of such labourers for carrying out the aforesaid works in the Bank. If the contractor fails to comply with the direction of the Bank, the Bank may impose penalty of Rs.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, the Bank may cancel the contract and forfeit the Security Deposit.



vii. The Contractor shall take suitable liability insurance cover for personal injuries likely to be suffered by the labourers engaged by him in connection with the contract and he/she shall ensure that the insurance cover is always kept alive during the period of this agreement. The General Manager / Deputy General Manager-in-charge, Issue Department 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 the General Manager / Deputy General Manager-in-charge, Issue Department determines that the insurance cover is not sufficient (amount) or does not cover all the risks to which employees / labourers 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 so determined by the General Manager/ Deputy General Manager-in charge, Issue Department failing which the Bank may purchase insurance for the additional amount and / or additional risks. The Bank shall recover the expenses incurred in this regard by the Bank from the Contractor.

viii. The Contractor shall furnish a list containing the names of the labourers, 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 labourers, helpers, supervisors or other employees / officials referred to above. The Contractor shall get the antecedents and character of all the labourers, helpers, supervisors or other employees/ officials verified by the Police Department before the commencement of the contract.

ix. 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 and Coin Bags.



x. 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.

xi. 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 labourers and other personnel which may be associated with the discharge of the work/s subject of this agreement.

xii. In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director Reserve Bank of India, Bhopal shall be final and binding on both the parties and in the event of such liabilities being found to have arisen, the decision of the said Regional Director as to the amount of damage or loss sustained shall likewise be final and binding.

2. Contractor should ensure to provide minimum 12 labourers at a time.

3. Any notice (other than urgent notices) given under clauses may be countermanded by the Deputy General Manager/ General Manager on his giving a notice of such countermand either in writing or verbally or by telephone not less than three hours before the hour fixed for supply of labourers and the contractors shall be entitled to no payment of remuneration and compensation in respect thereof.

4. The amount of damage or loss and any fines imposed may be deducted from time to time from any sums payable to the contractors and/or recovered from him otherwise.

5. The contractors shall carry and deliver patent remittance boxes as also any other remittance boxes, loaded or unloaded, to and from such of the place as are specified in the schedule and shall be paid for at the rates given therein.



6.

(i) In case of frequent or continued delay or in case of any breach of the contractor on any of the provisions of this contract, it may be determined by the Deputy General Manager/ General Manager, with the approval of the said Regional Director on behalf of the Reserve Bank of India forthwith whether any penalty as therein before provided for such delay or breach has been imposed or not.

(ii) In the event of any delay by the contractor in complying with any requisition issued by the Bank for supply of labourers/ mazadoors or any breach of instructions of the contract, considered by the General Manager/ Deputy General Manager -in-Charge, Issue Department, Reserve Bank of India, Bhopal to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in-Charge in consultation with Regional Director may impose a fine not exceeding Rs. 5,000 (Rupees five thousand only) on the contractor.

7. For the proper performance of the contract, the said contractors have deposited a sum of Rs. 2,00,000/- with the Reserve Bank of India which is liable to be forfeited either fully or partially depending upon the loss or damage incurred by Reserve Bank of India as determined by the Deputy General Manager/ General Manager, in consultation with the Regional Director of the Bank. No interest shall be payable on the said deposit.

8. If applicable, The contractors will be required to obtain a license from the office Assistant Labour Commissioner, Government of India, Bhopal as provided under Section 21 of the Contract Labour (Regulation and abolition) Act, 1970 and contractor Labour (Regulations and Abolition) Central Rules, 1971. He will ensure to comply with the other requirements of the above Act. Further, if license is not required to be obtained as applicable, Contractor will make available **an affidavit** mentioning the number of labourers employed etc.

9 .If the contractor does not obtain a license as contemplated under section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 read with section 21 Contract



Labour (Regulation and Abolition) Central Rules, 1971 or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers by the Contractor.

10 .The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

11 .The contractor will be held responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him/ her for the purposes of rendering the services required by the Bank under this tender. Payment should be made through normal banking channel. Written records for having made these payments will be submitted to the Bank as and when asked for its verification. Bank should not be responsible for any dispute arising out of less or no payment to laborers.

12. This contract may within the period herein before mentioned, be terminated by either of the two parties to it, giving to the other party three months' notice in writing of such termination.

13. The bills for labourers supplied should be submitted for settlement on monthly basis. 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 (**but exclusive of GST**), duties, local levies, works contract tax, or any other taxes as applicable imposed by Central / State Government / Local Bodies at extant rates.



14. 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.

15. 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/Security Deposit furnished by contractor or other dues payable or becoming payable to the contractor.

16. The provisions of this agreement and the rates shown in the enclosed schedule are effective from the 23.07.2022

17. The contract period shall be for 23.07.2022 to 31.03.2023 which can be extended by the Bank as its option with/without any variation in terms and conditions of the contract agreement, for further period of two year.

18. In case the new contract for the year beginning from April, 2023 is not finalized due to any reason, the contractor may be required by the Deputy General Manager/General Manager to work on the same terms and conditions for a further period of up to three months from the date of expiry of this Agreement.

19. This Agreement shall be executed in duplicate the original shall be kept with the Bank and the duplicate by the contractors. The stamp duty shall be borne and paid by the contractor.

20. Both the parties agree to pay applicable taxes which are applicable to either of the parties from time to time. As per Indian laws, taxes as applicable will be deducted at source and a certificate for the same will be issued to the contractor.

21. In the event of a discrepancy between the two versions, the English version would be treated as the authenticated one and prevail over the Hindi Version.



22. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Bhopal and only Courts in Bhopal shall have jurisdiction to determine the same.

23. The Contractor shall not disclose directly or indirectly any information, material 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 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.

24. 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 labourers 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 workplace and related issues.



25. The clauses in this agreement has to be read in conjunction with the tender document and the contractor shall not be absolved of any liabilities duties, merely because a specific mention has not been made in this agreement.

वास्ते भारतीय रिज़र्व बैंक
FOR RESERVE BANK OF INDIA

वास्ते ठेकेदार
FOR CONTRACTOR

साक्षीदार:

WITNESSES :



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
निर्गम विभाग / ISSUE DEPARTMENT

भोपाल क्षेत्रीय कार्यालय / Bhopal Regional Office

**E-tender for Supply of sufficient number of adult and able-bodied labourers
for handling of coin bags and note boxes**

E-Tender No.: RBI/Bhopal/Issue/3/22-23/ET/58

(Part II)
(Price Bid)

Name of Tenderer: _____

Address: _____



PART-II: Price Bid

(Inclusive of all the taxes but exclusive of GST)

Sr. No	Description	Quantity (A)	Unit	Rate (in Rs.) (B)	Total (In Rs.) (A*B)
1	Filled Note cases/Filled Patent Note Boxes (Approx. weight <u>70 Kgs to 150 Kgs</u> depending upon denomination)	1 Job	Per Box/ Coin Bag		
	(a) To unload the boxes from railway wagons, load them in the lorries, convey them from Bhopal Railway Station into the Bank's vault as well as unload, weigh, arrange, stack and store the cases in the vault or vice versa.				
	(b) To unload from Railway wagons, load in the lorries, convey them from Bhopal Railway Station into the Bank's premises and stack the boxes in the overnight vault.				
	(c) To take out the filled remittance boxes from overnight vault, weigh and stack them in other vaults.				
2	Filled Note cases/boxes (Approx. weight <u>70kgs to 150kgs</u>) To take out Note cases from stacks, arrange them on the floor and stack them in the same vault.				



3	<p>Filled Note cases/boxes</p> <p>(Approx. weight <u>70kgs to 150kgs</u>)</p> <p>For an individual operation such as stacking/restacking/spreading in the same vault.</p>				
4	<p>Filled Note cases/boxes</p> <p>(Approx. weight <u>70kgs to 150kgs</u>)</p> <p>To shift them from one vault to another vault and stack them.</p>				
5	<p>Filled Note cases/boxes</p> <p>(Approx. weight <u>70kgs to 150kgs</u>)</p> <p>To take out from vaults, weigh and load in the container.</p>				
6	<p>Shifting of empty boxes from vault area to store room.</p> <p>(Approx. weight <u>10kgs to 25kgs</u>)</p>				
7	<p>Coin bags to be weighed and loaded to container from vault or coin bags unloaded from container, weighed and arranged in vault.</p> <p>(Approx weight <u>10 Kgs to 18 Kgs</u>)</p>				
8	<p>Stacking the bags, filled with coins, in the coin vault</p> <p>(Approx. weight <u>10kgs to 18kgs</u>)</p>				
9	<p>Filled Coin bags</p>				



	(Approx. weight <u>10 kgs to 18 kgs</u>) To take out the bags from stacks, arrange them on the ground and stack them in the same vault.				
10	Filled coins bags (Approx. weight <u>10kgs to 18kgs</u>) To shift them from day to day vault to ground floor vault and vice versa.				
11	Filled Coin Bags (Approx. weight <u>10kgs to 18kgs</u>) To remove and restack them in the same vault.				
12	To unload soiled notes from truck, weigh and stack in vault.				
13	To unload soiled notes from truck, weigh and stack in Over Night vault.				
14	To shift soiled note boxes from Over Night Vault, weigh and stack in Chest Note vault.				
15	Shifting of empty boxes from vault area to store room. (Approx. weight <u>10kgs to 25kgs</u>)				
16	To remove/shift the bins from the vault to open area and vice versa (a) Small Bins, Four Cabinets (Approx. weight 200kg to 250kg)				
	(b) Big Bins, Six Cabinets (Approx. weight 300kg to 350kg)				
	Total (Exclusive of GST)				



Note:

- (a) The contractors are advised not to quote 'ZERO' amount in respect of above items.
- (b) The rates should be inclusive of all taxes but exclusive of GST.
- (c) Prices should be quoted in Indian Rupees only.

(Performa of Price Bid placed above is for your reference only. Price Bid to be filled in the MSTC e-tendering Portal Only)

I agree to the terms and conditions as stipulated in the tender document by RBI, Bhopal.

Date: _____

Signature of Applicant

Name (_____) (with rubber stamp/seal of the firm/ company)