



E-Tender for Lifting and transportation of packed coin bags from India Government Mint, Noida to RBI New Delhi, Currency Chests in NCT and other RBI offices in India

The Regional Director, Reserve Bank of India, New Delhi invites electronic, digitally signed and encrypted e-Tender under two bid system (technical bid and price bid) for the work “Lifting and transportation of packed coin bags from India Government Mint, Noida to RBI New Delhi, Currency Chests in NCT and other RBI offices in India”. The period of contract will be initially for one year and extendable for 2 more years (for one year at once) on satisfactory performance and mutual agreement. The e-Tender along with the detailed tender notice and general instructions is available at MSTC site <https://www.mstcecommerce.com/eprochome/rbi> and the website of the RBI at <https://www.rbi.org.in> under the menu “Tenders”.

2. All interested bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.
3. The estimated cost of the work is ₹ 100.88 lakhs per annum (approx.), however the actual amount may vary.
4. The schedule for the e-Tendering process is as under:

e-Tender Schedule	Schedule Date and time
e-Tender view date at MSTC website	From 11:00 am on 15.10.2020 (Thursday) up to 02:00 pm on 09.11.2020 (Monday)
Off-line Pre-Bid Meeting (optional)	22.10.2020 (Thursday) at 03:00 pm
Last date of submission of e-Tender	09.11.2020 (Monday) at 02:00 pm
Date and time of opening of Part-I (Technical Bid)	09.11.2020 (Monday) at 03:30 pm
Date and time of opening of Part-II (Price Bid)	The Part-II i.e. price bid will be opened in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I at later date as intimated by the Bank.

5. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons therefor.

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to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

Date: 15.10.2020

Regional Director
Reserve Bank of India, New Delhi



**PART –I (Techno-Commercial Bid / Scope of works and
Commercial conditions)**

**Reserve Bank of India
Issue Department
New Delhi**

E-Tender for

**Lifting and transportation of packed coin bags from India
Government Mint premises, Noida to RBI New Delhi,
Currency Chests located in NCT and other RBI offices in
India**

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**RESERVE BANK OF INDIA
ISSUE DEPARTMENT
NEW DELHI**

NOTICE INVITING TENDER (NIT)

(Only through e-procurement)

Reserve Bank of India, New Delhi Office (hereinafter called “the Bank”), invites E-tenders under Two – Bid system (Technical & Price Bid) for “**Lifting and transportation of packed coin bags from India Government Mint premises, Noida to RBI New Delhi, Currency Chests in NCT and other RBI Offices in India**” from highly reputed and capable Tenderers. The contract shall be for a period of one year 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 and subject to annual review by the Bank based on the performance of the Tenderer.

For the above work, the tenderers should submit their proposal, as per the important instructions regarding E-Tender, along with all supporting documents complete in all respects on or before **09-11-2020, up to 2.00 p.m.** Tenderers shall submit tender proposal along with refundable EMD of **₹2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only)**, complete in all respect as per the prescribed format. The bids shall be opened electronically on **09-11-2020, at 03:30 pm**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Tender document can be downloaded from website www.rbi.org.in and 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.

Regional Director
Reserve Bank of India
Sansad Marg,
New Delhi – 110001

**RESERVE BANK OF INDIA
ISSUE DEPARTMENT
NEW DELHI**

NOTICE INVITING TENDER (NIT)

(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

1	Description of works	Lifting and transportation of packed coin bags from India Government Mint premises, Noida to RBI New Delhi, Currency Chests in NCT and other RBI Offices in India
2	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.)
3	Execution of scope of works	One year (at the quoted rates)
4	E-Tender No	RBI/New Delhi/Issue/5/20-21/ET/200
5	Date of NIT available to parties to download	15-10-2020 at 11:00am
6	<p>i) Estimated Cost of Work</p> <p>ii) Earnest Money Deposit (EMD)</p> <p>iii) Transaction Fee</p> <p>Important Note: Please note that tenderer shall have the access to online e-tender only after receipt of Transaction fee by MSTC Limited.</p>	<p>₹100.88 Lakhs per annum</p> <p>₹2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only) deposited through NEFT in favour of Reserve Bank of India, New Delhi in the A/c 186004001 & IFSC – RBIS0NDPA01</p> <p>₹5952 /- (Rupees Five Thousand Nine Hundred Fifty two only) (including GST @18% on Service Charge). Transaction fee is to be made using MSTC's online payment gateway available in vendor's login. Fee can be made either by NEFT/RTGS through challan or using online payment mode through Debit card, credit card, net banking etc. Further, please note that the transaction fee mentioned in the tender document may vary slightly by Rs. 1 or 2 in case of payment made through challan due to approximation error. Whereas in case of online payment, internet</p>

		handling charges shall be added in the basic amount. Above may please be noted and taken care of while making the payment.
7	(a)Last date of submission of Earnest Money Deposit (EMD) through NEFT/ Bank Guarantee (b)Last date of submission of Transaction fee through NEFT in favour of MSTC Limited, Kolkata.	(a) on or before 09-11-2020 up to 12:00 pm (b) on or before 09-11-2020
8	Schedule of Off-line pre-bid meeting	22-10-2020, at 03:00 pm
9	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbind	16-10-2020 at 11:00 am
10	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	09-11-2020 at 02:00 pm
11	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	09-11-2020 at 03:30 pm
12	Date & time of opening of Part-II Price Bid.	Part -II (Price bid) will be opened electronically of only those tenderer(s) whose Part-I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by the Bank. Such tenderer(s) shall be intimated date of opening of Part- II Price bid, through valid e-mail confirmed by them.

Important Instructions Regarding E-tender

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

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) shall not qualify in the Tender for opening of Price bid.

1. Process of E-tender : A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet shall be done. The Vendor should possess Class III signing type digital certificate. Tenderer are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC / the Bank is not responsible for making such arrangement. (Bids shall not be recorded without Digital Signature). SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprochome/rbind 1). Tenderers are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt.Depts → RBI Register as Vendor Filling up details and creating own user id and password → Submit. 2). Tenderers shall receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/RBI, NEW DELHI, (before the scheduled time of the e- tender). Contact person (MSTC): 1. <table border="1" style="margin-left: 40px;"><tr><td style="padding: 5px;">Shri Setu Dutt Sharma, DM</td><td style="padding: 5px;">sdsharma@mstcindia.co.in</td><td style="padding: 5px;">011- 23215925</td><td style="padding: 5px;">07878055855</td></tr></table>	Shri Setu Dutt Sharma, DM	sdsharma@mstcindia.co.in	011- 23215925	07878055855
Shri Setu Dutt Sharma, DM	sdsharma@mstcindia.co.in	011- 23215925	07878055855	

	<p>2. Mr. Chiran Sindhu Junior Manager Contact No. - 9830336290</p> <p>Contact person (RBI New Delhi): Manager, Issue Department MOB: 8146810417/7276321924, PHONE:011-23452115/23452175</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprchome.</p>
2.	<p>(A) Part-I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part-II Price bid will be opened electronically of only those tenderer(s) whose Part-I Techno-Commercial Bid is found to be Techno-Commercially acceptable by the Bank. Such tenderer(s) shall be intimated date of opening of Part -II Price bid, through valid e-mail confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable considering the prevailing market conditions, the order may be awarded to the lowest tenderer and if the rate is still considered high, action as per prevailing instruction / guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: The tenderer shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The tenderers must select the 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</p>

	<p>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.</p> <p>NOTE: Tenderers are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the bid.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the tenderer, in term, will not have the access to online e-tender.</p>
5.	<p>Tenderer(s) are advised to make remittance of EMD to Reserve Bank of India, New Delhi as advised in the NIT.</p> <p>Tenderers are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, tenderer can attach documents through Attach Document link against the tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by the Bank and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the tenderer(s) shall be sent by email only during the process till finalization of tender by the Bank as well as by MSTC (e-procurement service provider). Hence the tenderers are required to ensure that their e-mail address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, tenderers are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, shall be of the tenderers only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender</u></p> <p>a) Tenderer(s) need to submit necessary EMD and Transaction fees separately for the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful tenderer(s) will be refunded by the Bank</p>

immediately after award of work.

- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c) The tenderer(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Govt Depts →RBI Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
- d) The tenderer should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise must be done twice immediately after reaching the bid floor. If this application is not run, then the tenderer will not be able to save/submit his bid. (for details refer vendor guide & FAQ).
- e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, tenderer should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same must filled up and then tenderer should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the tenderer can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the tenderer wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the tenderer wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission

- f) In all cases, tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the tenderers will remain completely anonymous to one another and to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the tenderer. Any bid will be considered as the valid bid offered by that tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply/work. Such successful tenderer shall be called hereafter **Supplier/Contractor**.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any tenderer confirms his acceptance of terms & conditions for the tender.
- m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender

	document.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	The Bank has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprchome/rbind of MSTC Ltd.
14.	The tenderers must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid shall be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by tenderer(s) shall be scrutinized. In case any of the information furnished by the tenderer is found to be false during scrutiny, EMD of defaulting tenderer(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting tenderers.

(Section I to V)

Section I -Form of Tender

Place _____

Date _____

Regional Director

Reserve Bank of India, 6, Sansad Marg,

New Delhi

Dear Sir,

We have carefully examined the specifications, general instructions and special conditions relating to the works specified in the memorandum hereinafter set out and having visited and examined the site/s of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Part - II (Price Bid) and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderer(s) and special conditions by and in all other respects, in accordance with such conditions in so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Lifting and transportation of packed coin bags from India Government Mint premises, Noida to RBI New Delhi, Currency Chests in NCT and other RBI Offices in India
(b)	Estimated cost	₹ 100.88 Lakhs per annum
(c)	Earnest Money	₹ 2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only)
(d)	Mode of payment	₹ 2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only) to be deposited through NEFT (in favour of Reserve Bank of India, New Delhi in the account no. 186004001& IFSC – RBIS0NDPA01) or Bank Guarantee on or before the date given in NIT.
(e)	Execution of scope of works	One year (at the quoted rates).

2. I / we also agree that our tender shall remain valid for acceptance by the Bank for 90 days from the date of opening of Part-I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and me / us in writing. I / we also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annex I](#)).
3. Should this Tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. 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 therefor.
5. The Tender is submitted through e-tendering process in two parts, i.e., Part-I and Part-II. Part-I contains all commercial terms & technical conditions and Part-II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2020.

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 Instructions to Tenderers and Special Conditions of Contract **(To be read in relevance to e-tendering process only)**

2.1 Eligibility for the tenderer

The tenderers must be experienced, resourceful, and financially sound and licensed entity (company/partnership/proprietary firm, etc.) having:

- i. Minimum five years' experience in undertaking similar work.
- ii. Minimum yearly turnover of at least Rs. 26 lakh during the last 3 years 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. 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).
- 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 RBI, New Delhi 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. The documents uploaded by tenderer(s) shall be scrutinized. RBI shall, if deemed necessary, take a feedback from the entity, firm etc. which the tenderer is referring to as having five years' experience to fulfil the condition 2.1 (i) above. In case RBI receives any negative feedback or any feedback from such entity, which the Bank is of the view is not suitable, the Bank shall not open Part-II (Price bid) of such tenderer and his bid shall be deemed to have been rejected. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders. In case any of the information furnished by the tenderer is found to be false during scrutiny, EMD of defaulting tenderer(s) shall be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting tenderers.

Part-II Price bid shall be opened electronically of only those tenderer(s) whose Part-I Techno-Commercial Bid is found to be Techno-Commercially acceptable by the Bank. Such tenderer(s) shall be intimated date of opening of Part-II Price bid, through valid e-mail confirmed by them.

2.2 Issue and Submission of Tender:-

Tender for **“Lifting and transportation of packed coin bags from India Government Mint premises, Noida to RBI New Delhi, Currency Chests in NCT and other RBI Offices in India”** shall be uploaded through **MSTC website** strictly in accordance to the procedures prescribed in **“Important Instructions Regarding E-tender”** of this document and shall be remain open to the tenderer for participation before **14:00 hours on 09-11-2020**, under any circumstances whatsoever.

2.3(a) Part I – Technical & Commercial/Scope of works and Commercial conditions

a. Part-I shall contain the unpriced tender consisting of scope of works as specified, specifications of an item of works, documents and commercial terms and conditions etc. Earnest Money shall be submitted through NEFT or Bank Guarantee.

b. Part-I of the tender as submitted shall contain the following unless otherwise stated separately in this document:

- (i) Earnest Money Deposit (EMD) shall be deposited through NEFT (in favour of Reserve Bank of India, New Delhi in the A/c 186004001 & IFSC – RBIS0NDPA01) or Bank Guarantee on or before the date given in NIT.
- (ii) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.
- (iii) List of deviations, if any, in commercial terms and conditions.
- (iv) List of deviation, if any, in technical specification.
- (v) Any other technical information the tenderer wishes to furnish.
- (vi) Bank Guarantee as stated in the ‘Table of Contents’

c. The Tenderers are advised to visit the site and acquaint themselves of the site conditions before tendering.

d. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the

quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

e. All information, correspondence letters shall be submitted in duplicate and addressed to the Regional Director, Issue Department, Reserve Bank of India, New Delhi.

2.3(b) Part II – Price Bid

(a) The Tenderers are advised to visit the site/s of work/s / activities, viz. India Government Mint, Noida and acquaint themselves with the site conditions before submission of tender.

(b) This part shall contain prices in **Indian Rupees only** and shall be opened through online after due fulfilment of condition as per Part-I tender. Change of terms and conditions and technical deviations, if any, found in Part-II of the tender shall not be considered and shall be treated as null and void.

(c) Rates should be quoted in **Indian Rupees only**. No request for any change in rate or conditions after the opening of the part-II tender shall be entertained.

(d) The rates quoted shall be based on the Part-II of tender and shall be firm and binding without any **Escalation** whatsoever till the entire Contract period.

(e) For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived based on quoted rates shall only be acceptable and in case of variation of rates in the original and duplicate, the lower of the two rates shall be considered for arriving at the total amount for that item.

2.4 Opening of Tender:

As per the procedures laid down in Section-I hereto for opening of e-tender.

2.4.(a) Evaluation of Tender / Price Bid:- The Price Bid shall be evaluated based on the approximate quantities for item no. 1 & 2 as mentioned at Notes to Price Bid in the Part-I (Technical Bid document) and the rates quoted by the tenderers in Part-II (Price Bids).

2.5 Pre-Bid Meeting

A pre-tender briefing meeting of the intending tenderers shall be held at **22-10-2020 at 03:00 pm** at Issue Department, RBI, New Delhi to clarify any point / doubt raised by them in respect of the tender. No separate communication shall be sent for this meeting.

2.6 Validity of Tender

The Tender along with the prices shall remain valid initially for a period of one year from the date of opening of Part -I of tender, which period may be further extended by agreement in writing by the Tenderer and the Bank and the Tenderer shall not cancel or withdraw the tender during this period.

2.7 Lowest Tender Not Necessarily to be Accepted

2.7.1 The issue of this tender does not imply that the Bank is bound to select Tenderer(s) or guarantee assignment of work or any minimum quantum of work in a year. The Bank is not bound to accept the lowest or any tender and reserves the right to reject any or all the tenders, either in whole or in part, without assigning any reason.

2.7.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

2.8 Earnest money deposit & security deposit

2.8.1 Interested tenderers shall pay as Earnest Money, a sum of ₹ **2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only)** to be deposited through NEFT in favour of Reserve Bank of India New Delhi in the account no. 186004001 & IFSC – RBIS0NDPA01 on or before the date given in NIT. Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee in favour of the Reserve Bank of India and issued by a scheduled bank in India for an equivalent amount towards Earnest Money Deposit as per proforma enclosed. The Bank Guarantee shall be in a format given at [Annex I](#) and shall remain undischarged for such period as may be specified for keeping the tender open. If the Tenderer, after submission of the tender, deviates from his/their offer or modifies the terms and conditions thereof, the EMD / Bank Guarantee shall be liable to be forfeited / enforced.

2.8.2 Tender without depositing the EMD is liable to be rejected.

2.8.3 The above Bank Guarantee shall stand discharged on non-acceptance of the tender, and on production of a new Bank Guarantee towards **Security Deposit** in the enclosed format ([Annex II](#)) or on non-acceptance of tender, but not earlier than the expiry date of the period for which the tender is kept valid. Security Deposit with the Bank is liable to be

forfeited either fully or partially depending upon the loss or damage incurred by the Bank as determined by the Bank. No interest shall be payable on the said Security deposit.

2.8.4 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee shall be discharged.

2.8.5 Should the successful Tenderer fail to furnish the Security Deposit, the Bank Guarantee towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

2.8.6 The tenderer(s) shall furnish to the Bank an irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank for a sum of at least **Rs.10 crore (Rupees Ten Crore) in favour of the Bank**, representing the value of coin bags being transported. If the tenderer, after award of the work contract, fails to furnish Performance Bank Guarantee (PBG) within one month of the work award or such period as the Bank may decide, the Bank may terminate the contract with immediate effect by giving intimation in writing by the General Manager / Deputy General Manager, Issue Department with the approval of the Regional Director on behalf of the Reserve Bank of India. The EMD / Bank Guarantee deposited by the tenderer shall also be liable to be forfeited / enforced in these circumstances. In addition to the above, any such failure by the tenderer to furnish such PBG within the period of one month referred to above, will also result in debarring such tenderer from participating in any future tenders issued by RBI for a period of one year or such period as the Bank may decide from the date of such termination.

2.8.7 The Performance Bank Guarantee (PBG) shall be for the due performance of the contract for the entire contract period 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 Tenderer shall arrange to provide extended Bank Guarantee accordingly.

2.8.8 The Bank reserves the right to increase the amount of Bank Guarantee depending upon the amount of remittance and the Tenderer shall provide Bank Guarantee of additional amount.

2.8.9 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 Tenderers' employees.

2.8(b) Commencement / Renewal:

(i) On receipt of intimation from the Bank of the acceptance of his / their tender(s), 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) Contract shall be valid for one year 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 Tenderer 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.

2.8 (c) 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 its part and for which the Bank is not responsible.

- (i) The Contractor agrees that he shall at all times during the validity period of the agreement, within a time of twelve hours from the receipt of written or verbal notice from the General Manager/ Deputy General Manager, Reserve Bank of India, Issue Department, New Delhi or any of his/her subordinate officer(s), arrange for the lifting, transportation and delivery of coins to the currency chests/small coin depots and RBI Offices located at various places mentioned in the Annex. However, the verbal notice/request for arrangement of vehicle/s shall be followed by written request. 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 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. No extra charges would be paid for the same.
- (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. In case of breach of this condition, the Bank may rescind the contract and forfeit the Security Deposit.
- (v) The coin bags shall 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 container trucks carrying remittances may be required to halt in-route after sunset in the nearest Police Station or District Police Head Quarters or any other place directed by the Police Authorities or by the Bank. Night halt charges shall be paid in such cases and the same may be quoted by the Contractor in the Price Bid II of the tender.
- (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 and forfeit the Security Deposit.
- (viii) The Contractor shall be required to obtain necessary route permits and pay all relevant taxes on his own.
- (ix) 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 coin bags is not delayed.
- (x) The Contractor shall ensure that the vehicles are having valid permission issued by RTO concerned, Registration papers, permit, PUC certificate, Fitness Certificate, tax paid up to date, Insurance cover to the vehicles. The drivers of the trucks must have valid driving license. The Contractor shall indemnify and keep the Bank indemnified against any loss, costs, charges and expenses incurred or suffered by the Bank on account of lack of said permit, license, certificates, etc.
- (xi) The Bank shall have the right to inspect or arrange inspection of the vehicles deployed by the Tenderer 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.

- (xii) 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 public or any other person present in the premises of the Bank.
- (xiii) The vehicles supplied by the Contractor shall be less than 10 years old and must be roadworthy and in good condition. These vehicles shall either be owned or leased by the Contractor.
- (xiv) In case of leased vehicles, the lease of vehicles shall not expire during the contract.
- (xv) 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 coin bags, in transit or by any defective vehicle or from any incompetence, negligence of the employees of Tenderer.
- (xvi) The Contractor shall ensure to the satisfaction of the Bank that the transport vehicles (Metal-bodied covered trucks/canters, preferably bullet/ tamper proof with locking arrangements) provided by him for transport of coins are suitable for the purpose and that they are roadworthy and in good condition and/or invariably GPS enabled. The related software should be made available to the Bank for monitoring purpose. The final decision as to whether the vehicles/trucks meet the said requirements or not shall be that of the Bank.
- (xvii) The coins packed in plastic gunny bags shall be lifted, moved and loaded into the Tenderer's vehicles/trucks by the Contractor. The unloading, moving and stacking/storing of the consignment of coins at the destination currency chests / depots shall also be done by the Contractor for local remittances and for non-local outstation remittances, the Bank shall arrange for unloading of the consignment of coins. The Bank shall not pay any additional charges other than the charges mentioned in the schedule, if delivery for more than one destination is combined with one trip.
- (xviii) The Contractor shall ensure that the consignments of coins are delivered at the destination currency chests/RBI Offices during the normal working hours of the chests/RBI Offices.
- (xix) The Contractor shall obtain a delivery certificate / receipt in the prescribed format from the destination currency chest/small coin depot as proof of having delivered the coins and submit the said receipt to the Bank to enable the Bank to settle the bills of the Contractor.

2.9 Terms of contract

On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall sign an agreement within a week in accordance with the draft agreement and the schedule of rates. However, the written acceptance by the Bank of a tender shall constitute a binding contract between the Bank and the person so tendering, whether such formal agreement is or is not subsequently executed.

2.9.1 All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from his earnest money/security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

2.9.2 The Contractor shall not assign the contract. He shall not sub-let any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank without prejudice to the other remedies available to the Bank against the Contractor.

2.9.3 The Contractor should possess a valid license from the Office of the Assistant Labour Commissioner, Government of India, New Delhi, 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 and also comply with the other requirements of the above Act/Rules and also comply with all applicable labour laws of the country.

Compliance with regard to Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971

The Act applies to **Contractors who employ on any day of the preceding twelve months twenty or more workmen**, thereby casting certain statutory obligations and responsibilities on his part. Some of such important obligations/ responsibilities are as under:

- 1) The Contractor is required to obtain license under section 12 of the Act from the prescribed authority for carrying out the job to be entrusted by RBI.
- 2) The supervision and control of the contract labour engaged should be done by the Contractor.
- 3) The maintenance of muster for making the presence / absence of contract labour should be the responsibility of the Contractor and should be under the control of Contractor / supervisor deputed by the Contractor. Thus it should be the duty of the Contractor to maintain records through his staff.

- 4) The responsibility for maintenance of discipline among the contract labour, grant of any leave etc. is that of the Contractor.
- 5) It should be duty of the Contractor to issue photo identity card to his labourers.
- 6) The Bank would not be responsible for providing any employment benefits to the contract labour and the Contractor should discharge all his statutory and other obligations (employment benefits) towards the contract labour such as, their provident fund, employees' state insurance benefits, compensation for injury under Workmen's Compensation Act, 1923, etc. If the Contractor fails to meet with his above obligations, the Bank shall be entitled to deduct / adjust from any amounts payable to the Contractor or recover as a debt payable by the Contractor, the payment, if any, made by RBI in this regard to the contract labour.
- 7) The Contractor should disburse the wages only in the presence of authorized representative of the Bank. The Contractor shall make Provident Fund Deposit and keep the proof of Provident Fund deposit.
- 8) The wage period must be fixed by the Contractor and it should not exceed one month. Under Rule 71, the Contractor has the obligation to notify to RBI the wage period and the place and time of disbursement of wages. The rules of wages also should be notified to RBI.
- 9) In terms of section 21 (4) of the Act, if the Contractor fails to make payment of wages within the prescribed period or makes short payment, RBI would make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the Contractor and recover the amounts so paid from the bill of the Tenderer.
- 10) The maintenance of all types of record in respect of the contract labour employed by the Contractor would be his own responsibility.
- 11) It is obligatory on the part of the Contractor to pay wages which should not be less than minimum wages as prescribed by the appropriate authority, to his contract labour, retrenchment compensation, notice pay, gratuity and bonus as payable and the Contractor is liable to provide all welfare measures to the contract labour as required under the Act & Rules.
- 12) It shall be the duty of the Contractor to keep documentary evidence of compliance of above-mentioned requirements of Contract Labour Act and other requirements of the said Act. The Bank shall have the right to call for such document for inspection or verification and it shall be the duty of the Contractor to provide the same as and when asked by the Bank.

13) The Contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint shall be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint”. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues

2.9.4 The Contractor should be of substantial means and maintaining an account with one of the public sector banks/scheduled commercial banks in India. The name of the bank and nature of account maintained should be furnished.

2.9.5 The Contractor should give name and addresses of the parties where he has rendered such services in the past. Copies of audited financial statements and copies of partnership deed/MAA and Certificate of incorporation, if applicable, are required to be submitted to the Bank.

2.9.6 The contract period shall be one year which can be extended by the Bank at its option for further two years, one year each at a time without any variation in terms and conditions of the contract agreement and subject to satisfactory performance of the contract terms.

2.9.7 The operations to be entrusted to the Contractor shall be time-critical. Therefore, the Contractor should supply sufficient and adequate number GPS enabled metal-bodied covered trucks, preferably bullet/ tamper proof with locking arrangements accompanied with sufficient number of mazdoors at such notice as may be specified by the Bank. In case of transport, GPS enabled metal bodied covered trucks/containers, preferably bullet/tamper proof with locking arrangements would be allowed to be engaged by the Contractor. The Contractor shall arrange for adequate number of adult and able-bodied mazdoors along with supply of adequate number of

vehicles as specified to carry out movement of packed coin bags in a single convoy with least possible delay.

2.9.8 The successful tenderer shall have to submit a list of the healthy, strong and able bodied mazdoors as well as a list of drivers and helpers whom he would engage when the contract is finalized and should give their complete names and addresses/recent passport size photographs. It is imperative on the part of the Contractor to get antecedents and character of all the mazdoors engaged by him verified by the Police Department before the commencement of the contract. The drivers should possess valid driving license.

2.10 Payment and Taxes

The payment shall 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 and operating charges and based on the Scope of Work, vehicle being supplied and also include inter alia, Drivers salary/uniform/food/allowances etc., Employees' 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 because 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 Security Deposit 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, New Delhi shall be final and binding to on both parties.

The quoted rates shall be deemed to have included all charges and taxes, duties, local levies, works contract tax, Value Added Tax (VAT), GST imposed by Central/State

Government / Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof shall be entertained by the Bank afterwards. As per Indian laws, income tax shall be deducted at source and a certificate for the same shall be issued to the Contractor.

2.11 Insurance

The Contractor shall take all insurances at his cost to cover all kinds of risks including Workmen compensation policy for the employees of the Contractor. These policies shall be valid for the accepted contract period. If the Contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the Contractor.

2.12 Rights of the Bank

2.12.1 The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.

2.12.2 The Bank reserves the right to accept or reject any / all applications or annul the process of qualification without any liability or assigning any reason thereof.

2.12.3 The Bank reserves right to split the scope of the work to more than one agency / agencies without assigning any reason whatsoever. No claim shall be entertained because of this.

2.12.4 The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Contractor to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Tenderer, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

2.12.5 The Contractor or its agents / employees / drivers committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and/or termination of the agreement forthwith without any notice or any compensation in lieu thereof.

2.12.6 Without prejudice to above, the Agreement can be terminated with a notice of three month on either side, during the Agreement period.

2.13 Dispute Resolution

2.13.1 It is to be 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).

2.13.2 All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, New Delhi and his decision, in writing, shall be final and binding on the Contractor. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be New Delhi only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

2.14 Force Majeure

2.14.1 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.

2.15. Disclaimer

2.15.1 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.

2.15.2 The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures. Such an amendment will 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 notified.

2.15.3 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.

2.16 Confidentiality Statement

2.16.1 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.

2.16.2 The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.

2.16.3 This Tender Document does not purport to contain all the information each tenderer may require.

2.16.4 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 needs of each tenderer who reads or uses this tender document.

2.16.5 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.

2.16.6 The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

2.16.7 This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).

2.17 Disqualification / Termination/ Penalty:

2.17.1 It shall 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 about the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case the tender of the Contractor shall be liable for rejection in addition to being blacklisted for next 3 years. If such instances go undetected during the selection process but are detected subsequently, such disqualification shall take place with immediate effect.

2.17.2 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.

2.17.3 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, New Delhi 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. 10,000 (Rupees ten thousand only) on the Contractor for each instance.

2.17.4 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 this 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 on behalf of the Bank whether any penalty as herein before provided for such delay or breach has been imposed or not.

2.17.5 Continuation of the contract shall be primarily depending upon the performance of the Tenderer. 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.

2.17.6 If the Contractor failed to provide services for more than 3 occasions continuously, then the Bank has right to terminate the Contract with/ without giving any notice whatever may be the reason. In such case the transporter has no power to claim compensation.

2.18 Compliance with Statutes:

The Contractor shall abide by all relevant laws in force in the country and state(s) concerned. The Tenderer 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.

2.18.1 The Contractor shall make all 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 (Drivers) as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments.

2.18.2 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 Tenderer. The Tenderer 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.

2.18.3 The Contractor shall maintain all records and legal documents up dated as per prevailing statute and must produce before the management / statutory authorities as and when asked for.

2.18.4 The Contractor shall submit the salary disbursement statements against the signature of its employees assigned for the Bank's work for verification by the Bank on quarterly basis. If payment is made in cash, it should be in presence of the Bank's official under his signature. Alternatively, employees' bank account may be credited and bank statements indicating payment may be submitted.

2.18.5 The Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the contract labour/workers/employees. In the event of the Bank as the Principal Employer being required/called upon to pay any amount to the contract labour/workers/employees engaged by the Contractor due to lapse or default on his part in discharging his obligation in terms of any law in force, such amount would be recoverable by the Bank from the Contractor as debt due to the Bank by the Contractor.

2.18.6 The Contractor shall abide by the provisions of the Motor Vehicle Acts and the rules of various States in force in the States concerned.

2.18.7 The Contractor shall not engage Child Labour, which is prohibited under Child Labour Act, 1986.

2.18.8 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 shall be filed before the Internal Complaints Committee constituted by the Contractor and he shall ensure taking proper action under the Act in

respect to the said complaint. The Tenderer shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

2.19 Non-Disclosure Clause:

The Tenderer shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Tenderer during discharging its contractual obligation in connection with this agreement, to any third party and shall always hold the same strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligation under it or comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any of the works in any trade or technical paper or elsewhere without the previous written consent of the employer. The Contractor shall indemnify the Bank for any loss suffered by the Bank because 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 shall survive the expiry or termination of this agreement for whatever reasons.

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

Signature of the Tenderer

Address _____

SEAL

Witness

Signature:

Name:

Address:

Signature:

Name:

Address:

Section III

3.1 Scope of Works

The scope of works/activities involves:

- (i) Engaging of adequate number of adult and able-bodied mazdoors for lifting, moving, loading/unloading and stacking/storing of packed coin bags; and
- (ii) Providing sufficient number of fully covered metal-bodied trucks/canters, preferably bullet/tamper proof with double locking arrangements to transport / move packed coin bags from India Government Mint, NOIDA to the Bank's office at 6, Sansad Marg, New Delhi and to various currency chests maintained at designated bank branches within NCR, Delhi and unloading, moving and storing/stacking of packed coin bags at the destination;
- (iii) Providing sufficient number of fully covered metal-bodied trucks/canters, preferably bullet/tamper proof with double locking arrangements to transport / move packed coin bags from India Government Mint, NOIDA to various RBI offices in different cities of India and mainly those at Ahmedabad, Bhopal, Bhubaneshwar Chandigarh, Jaipur, Jammu, Kanpur, Lucknow, Nagpur etc.

3.1.2 The above works/activities must be carried out in a proper, careful, expeditious and workman-like manner. The complete works/activities should be carried out without causing any damage to coin bags. The use of mechanized tools like fork lifts / stackers, trolleys, etc. for lifting, stacking, moving coin bags are permitted and the cost of such equipment and their maintenance shall be borne by the Contractor.

3.1.3 The operations to be entrusted to the Contractor shall be time-critical. Therefore, the Contractor should supply adequate number of fully covered metal-bodied trucks, preferably bullet/tamper proof with double locking arrangements accompanied by sufficient number of mazdoors at such notice as may be specified by the Bank. In case of transport, only fully covered metal bodied trucks/canters, preferably bullet/tamper proof with double locking arrangements would be allowed to be engaged by the Contractor.

3.1.4 The weight of coin bags vary from 6 kg to 20 kg depending upon denominations.

3.1.5 The Contractor are advised to visit the site of work/s viz. Bank premises, India Govt. Mint, Noida and acquaint themselves with the site conditions before tendering.

3.1.6 The vehicles should conform to all the norms of RTA with valid permits. The vehicles when fully loaded with packed coin bags should not exceed the permissible laden weight of the vehicle.

3.1.7 The details of works/activities for quoting rates (separately in Part II – Price Bid) are as:

- (i) Lifting, loading, unloading, stacking and storing of packed coin bags by engaging adequate number of mazdoors;
- (ii) Transportation of packed coin bags in fully covered metal-bodied trucks/canters, preferably bullet/tamper proof with double locking arrangements from India Government Mint, NOIDA to the Bank's office at 6, Sansad Marg, New Delhi and to various currency chests maintained at designated bank branches within NCR, Delhi and unloading and stacking of packed coin bags at the destination;
- (iii) Transporting packed coin bags in fully covered metal-bodied trucks/canters, preferably bullet/tamper proof with double locking arrangements from IG Mint, Noida or the Bank's office at 6, Sansad Marg, New Delhi to various RBI offices in India.
- (iv) All the above activities to be carried out with adequate specified vehicles accompanied by sufficient number of mazdoors at the risk of the Contractor with adequate armed security arrangements.

3.1.8 The costs to be included while quoting rates are for all the above activities including providing mazdoor and their employment benefits and tools, to be used and for supply of GPS enabled bullet proof-metal-bodied covered trucks/containers with locking arrangements.

3.1.9 The Contractor should quote rates for all items of work as specified under Part II and no part item of work shall be contracted.

3.1.10 The Contractor or his authorized representative should be present to supervise the work of mazdoors and should remain in the Bank if the work under the contract is in progress.

NOTE:

The rate quoted should be all inclusive of all charges and taxes, vehicle hire charges, labour charges, loading/unloading charges, insurance charges, charges for security arrangements, night detention charges, charges for return trip etc. No extra charges shall be payable except the quoted rates.

Tender/s is/are strictly advised to NOT TO QUOTE rates/prices in this part. Tender/s found to be with rates / prices is/are liable for rejection. Tender/s is/are, therefore, advised to quote the rates / prices in a separate part, i.e., Part II – Price Bid only.

Signature of the Tenderer

Address _____

SEAL

Date

Place

Section IV

Details to be filled in by tenderer/s

A. Details of Firm/tenderer

1. Name of the Tenderer _____
2. Address _____

3. Telephone No. _____ Mobile No. _____
4. PAN/TAN No. _____
5. Licence No. _____

(under Section 12 (1) of the Contract Labour (Regulation and Abolition)
Act, 1970) (Please enclose a copy of the licence)
6. Constitution of the Tenderer (Copies of documents to be submitted)
7. Name/s of the Proprietor/Partners/Directors (Copies of the documents to be enclosed)
8. No. of mazdoors kept under regular employment
9. Maximum number of labourers the tenderer can provide at a time
10. Name & Address of the bank where a Current A/c is maintained by the tenderer
11. Details of institutions with which similar contracts have been / are being carried out

Name of the Institution Address Telephone No.
12. Phone numbers for conveying requisition for labour/transport by Bank's officials:-

Phone

Mobile

Fax

13. Details of Earnest Money Deposited:

B. Details of fleet (Give details of all vehicles meeting the Bank's requirements in the table below)

S. N.	Type of Vehicle	Capacity (in tonnes)	Registration no of vehicle	Details of Fitness certificate issued by RTO	Height of vehicle	Locking arrangement for the doors	Insurance Details

Signature of the Tenderer

Address _____

SEAL

Place

Date

Section V

AGREEMENT FOR LIFTING AND TRANSPORTATION OF PACKED COIN BAGS FROM INDIA GOVERNMENT MINT PREMISES, NOIDA TO RBI NEW DELHI, CURRENCY CHESTS IN NCT AND OTHER RBI OFFICES IN INDIA

THIS AGREEMENT, made at New Delhi on this _____ of _____, between the Reserve Bank of India, a Body Corporate established under the Reserve Bank of India Act, 1934 hereinafter referred to as the "Bank" and having its office at New Delhi and represented by the General Manager, Issue Department, Reserve Bank of India, New Delhi (which expression shall include his/her successors in office) of the ONE PART and _____(Name of the Contractor) carrying on business as sole Proprietor/Partner/Director of M/s.

_____ having its principal place of business at _____ hereinafter referred to as the "Tenderer" (which expression shall include his heirs, legal representatives, successors) of the OTHER PART.

AND WHEREAS the Bank has accepted the request of the Contractor for lifting, transportation and delivery of coins by transport vehicles (Bullet Proof/Metal-bodied covered trucks/canters with locking arrangements)to the currency chests/small coins depots/various RBI Offices situated at different places mentioned in the 'Annex' to this Agreement without the same being accompanied by Bank's staff and State Police escort.

AND WHEREAS the parties have agreed to enter into an agreement herein contained on the following terms and conditions.

NOW, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

Commencement / Renewal

1. This AGREEMENT is made for a period of one year (both days inclusive).
2. The contract for lifting, transportation and delivery of coins is for a period of one year only.
3. This agreement is renewable for further period as per bank's discretion on the terms and conditions as may be mutually agreed upon by the parties hereto.

Security Deposit /Performance Bank Guarantee

4. For the proper performance of the contract, the said Contractor shall deposit a sum of **Rs. 2,01,760/- (Rupees Two lakh one thousand seven hundred and sixty only)** as Security Deposit with the Bank which is liable to be forfeited either fully or partially depending upon the loss or damage incurred by the Bank as determined by the Bank. No interest shall be payable on the said deposit.
5. The Tenderer shall furnish **extended Bank Guarantee for an amount of ₹ 10,00,00,000/- (Rupees Ten Crore only)** representing the value of coins transported to the Bank for the due performance of the contract for the entire contract period also against any loss or damage caused to or suffered or would be caused to or suffered by the Bank. The Performance Bank Guarantee shall be for the due performance of the contract for the entire contract period 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 Tenderer shall arrange to provide extended Bank Guarantee accordingly. 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. 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 Contractor's employees.

Duties of the Contractor

6. The Contractor agrees that he shall at all times during the validity period of the agreement, within a time of twelve hours from the receipt of written or verbal notice from the Bank, arrange for the lifting, transportation and delivery of coins to the currency chests/small coin depots and RBI Offices located at various places mentioned in the Annex. However, the verbal notice/request for arrangement of vehicle/s shall be followed by written request. 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. 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.
7. The notice so given shall be complied with, even if it requires working beyond the ordinary business hours or on the days declared as public holiday under the Negotiable Instruments Act, 1881 or any other Statute/Act or Notification by the Central Government or any other State Governments including Saturday and Sunday. No extra charges shall be paid for the same.
8. 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. In case of breach of this condition, the Bank may rescind the contract and forfeit the Security Deposit.
9. The coin bags shall be handed over to the Contractor at his own risk, he shall provide necessary security arrangements for them. The Contractor may arrange for insurance of the coins at his own cost in consultation with the Bank.

10. The Contractor shall be required to obtain necessary route permits and pay all relevant charges and taxes on his own.
11. The Contractor shall not assign the contract onwards. He 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.
12. In case of any breakdown of vehicle, the Contractor shall provide services of crane/ stand-by/ alternate vehicle of similar specifications so that the remittance of the coin bags is not delayed.
13. 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 to the vehicles and the drivers of the vehicles have valid driving license. The Contractor shall indemnify and keep indemnified the Bank against any loss, costs, charges and expenses incurred or suffered by the Bank because of lack of said permit, license, certificates, etc.
14. 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.
15. 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 public or any other person present in the premises of the Bank.
16. 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 Contractor. In case of leased vehicles, the lease of vehicles shall not expire during the contract.
17. 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 coin bags, in transit or by any defective vehicle or from any incompetence, negligence of the employees of Contractor.
18. The Contractor shall ensure to the satisfaction of the Bank that the transport vehicles (Metal-bodied covered trucks/canters, preferably bullet / tamper proof with locking arrangements) provided by him for transport of coins are suitable for the purpose and that they are roadworthy and in good condition and/or invariably GPS enabled The related software should be made available to the Bank for monitoring purpose. The final decision as to whether the vehicles/trucks meet the said requirements or not shall be that of the Bank.
19. The coins packed in plastic gunny bags shall be lifted, moved and loaded into the Contractor's vehicles/trucks by the Contractor. The unloading, moving and stacking/storing of the consignment of coins at the destination currency chests / depots shall also be done by the Contractor for local remittances and for non-local outstation remittances, the Bank shall arrange for unloading of the consignment of coins. The Bank shall not pay any additional charges other than the charges mentioned in the schedule, if delivery for more than one destination is combined with one trip.
20. The Contractor shall ensure that the consignments of coins are delivered at the destination currency chests/RBI Offices during the normal working hours of the chests/RBI Offices.

21. The Contractor shall obtain a delivery certificate / receipt in the prescribed format from the destination currency chest/small coin depot as proof of having delivered the coins and submit the said receipt to the Bank to enable the Bank to settle the bills of the Contractor.

Statutory Compliances

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

22. The Contractor shall abide by the provisions of the Motor Vehicle Acts and the rules of the states in force in the states concerned.
23. The Contractor shall make all 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.
24. 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 deducted from the bill without prejudice to the Bank's right to cancel the contract.
25. 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.
26. The Contractor shall furnish a list containing the names of the mazdoors, supervisors, drivers or other employees who shall be associated with carrying out of the work subject of this agreement immediately after the 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 mazdoors/ helpers, drivers, supervisors or other employees/ officials verified by the Police Department before the commencement of the contract.
27. 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 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.
28. 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.

29. 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 engaged by the Contractor.
30. The Contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint shall be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint”. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
31. The Contractor shall possess a valid licence specifically for carrying out work of the Bank from the Office of the Assistant Labour Commissioner, Government of India, New Delhi or NCR as provided under Section 12 (1) of the Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act/Rules. The Contractor also agrees to comply with the obligations arising under the Contract Labour (Regulations and Abolition) Act, 1970; Minimum Wages Act; Workmen’s Compensation Act, 1923 and other laws prevailing in the country. In the event of any liability arising on account of any breach of non-compliance of statutory requirements by the Contractor, the Bank would have the right to reimburse to itself by way of adjustment from the pending bills or otherwise recover it through other legal means. The Contractor shall comply with the obligations/ responsibilities with regard to above-mentioned Acts/Rules.

Non - Disclosure Clause

32. 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 shall survive the expiry or termination of this agreement for whatever reasons.

Payments and Taxes

The payment shall 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 salary/uniform/food/allowances etc, Employees' 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 because 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 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, Reserve Bank of India, New Delhi shall be final and binding to on both parties.
33. The payment for transport and delivery of coins shall be made to the Contractor on production of the invoice / bills together with the delivery certificate/receipt issued by the destination chests/RBI Offices. Bills shall be paid after rounding off the final amount to the nearest rupee (portion not below 50 paise being rounded off to rupee and those below that amount being ignored).
34. Any request for increase in rates during the currency of the Agreement shall not be entertained by the Bank under any circumstances.

Damages

35. During the transportation, the Contractor's representatives shall take proper care and precautions for the protection of the coin bags so that the coin bags are delivered to the destination chests/depots/RBI Offices safely and in good condition.
36. The Contractor shall be responsible to transport the coin bags with proper security at the destination. If during the transit, the coin bags are lost or damaged due to accident, theft, defective container trucks or act of dishonesty or fraudulent conduct on the part of the Contractor or the workers employed by him or any other reason

whatsoever, the Contractor shall be liable for the loss or damage to the coin bags. If the coin bags are lost or damaged in transit, the Contractor shall immediately inform the Bank about the loss or damage along with the place where the container trucks are kept and the Bank shall send its representative to assess the damages, before the consignment is delivered to the destination. The Contractor shall be liable to pay to the Bank the amount of loss or damages assessed together with the expenses incurred by the Bank due to the loss or damages.

37. If it comes to the notice of the Bank that because of default of the Contractor or its employees there has been insufficiency, delay, failure or such other defects in the transport and delivery of coins to the destination chests/RBI Offices, the Bank shall have the right to cancel the requisition given to the Contractor. In such an event, the Bank shall make alternative arrangements for the transport and delivery of coins and also hold the Contractor liable for all the expenses incurred by the Bank and damages in this regard irrespective of whether a fine is imposed or not. The Bank shall be at liberty to adjust the said amount from the dues payable to the Contractor.

Disqualification /Termination/ Penalty

38. 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. Such tenderer/s shall be blacklisted for next 3 years. If such instances go undetected during the selection process but are detected subsequently, such disqualification shall take place with immediate effect.
39. The contract shall 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 carry out any of his obligations/duties in terms of this Agreement or violates any terms and conditions of this Agreement, the contract shall be terminated, and security deposit will be forfeited by the Bank. In case of earlier termination, neither party shall have any claim against each other. Further, in such cases, the Bank reserves its right to debar such Contractor from future participation in any future tenders issued by the Bank for a period of one year or such period as the Bank may decide from the date of such termination.
40. In the event, there is delay by the Contractor in complying with the instructions in the notice issued by the Bank indicated at para 6, the Bank may, at his/her discretion impose a fine not exceeding **10,000/- (Rupees Ten Thousand only) for every hour** or part of an hour's delay. However, if such delay is less than half an hour on any occasion, the Bank shall not impose the penalty but shall give warning to the Contractor. Even after such warning, if again delay occurs whether on the next day or any succeeding occasion and whether such delay be for half an hour or less, the said penalty shall be imposed on the Contractor. However, it would be open to the Contractor to satisfy the Bank that such defaults were due to reasons beyond his control and he could not avoid the default despite taking all reasonable steps. If the Bank is satisfied about the reasons put forth by the Contractor, he may, at his discretion, choose not to impose any penalty.
41. 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 shall terminate this 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 on behalf of the Bank whether any penalty as herein before provided for such delay or breach has been imposed or not.

42. 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 during the term of this agreement, the contract shall be terminated by giving three months' notice in writing.
43. 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 right to claim compensation.
44. The amount of damages or loss suffered by the Bank and any fine imposed may be deducted by the Bank from the charges payable to the Tenderer and/or recovered from him.
45. The Contractor hereby declares that the vehicles/trucks have valid permits issued by RTO, Delhi, up-to-date vehicle tax paid and insurance cover and the driver of the truck have a valid driving license. The Contractor shall 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, lapses on the part of driver engaged by the Contractor, etc. All the documents required for transportation of coins to various destinations shall be provided by the Bank.

Force Majeure

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

Settlement of Disputes

47. If any difference of opinion arises between the parties as to whether any liability has arisen on the Contractor, the decision of the Bank shall be final and binding on both the parties. Similarly, if the Tenderer is found to be liable for any damage or loss suffered by the Bank, the quantum of such damage or loss shall be decided by the Bank and the same shall be final and binding on both the parties.
48. All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, New Delhi and his decision, in writing, shall be final and binding on the Contractor. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be New Delhi only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

49. In the event of discrepancy between the two versions, the English version would be treated as the authentic one and prevail over the Hindi Version.
50. This Agreement shall be executed in duplicate, the original shall be kept with the Bank and the duplicate shall be kept by the Tenderer.
51. The terms and conditions as mentioned in the Tender Notice shall be treated as part and parcel of this agreement.
52. In witness whereas the Parties hereto have set their respective hands to these presents on the day, another year hereinabove written.

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

For Reserve Bank of India

For Tenderer

General Manager
 Issue Department
 Reserve Bank of India
 New Delhi

Seal

WITNESS

WITNESS

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

1. Signature:

Name:

Address:

2. Signature:

Name

Address:

Annex I

Proforma of Bank Guarantee for in lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ two thousand and ten between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Body Corporate established under the Reserve Bank of India Act, 1934 and having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai - 400 001, INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer'), a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money ₹ **2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only)** in connection with its Tender for **Lifting and transportation of packed coin bags from India Government Mint premises, Noida to RBI New Delhi, Currency Chests in NCT and other RBI Offices in India** and the general instructions and special conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of ₹ **2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only)** within one week from the date of receipt of the demand from the Bank on presentation of this deed

of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for supply of labour for movement of coin bags at India Government Mint premises, Noida. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to ₹ **2,01,760/- (Rupees Two Lakh One Thousand Seven Hundred Sixty only)**.
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety shall make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank.

(Banker's Name and Seal)

Branch Manager

(Banker's seal)

Annex II

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

The Regional Director

Reserve Bank of India

Issue Department

New Delhi

Dear Sir

In consideration of your agreeing to accept the security deposit of **₹ 10,00,00,000/- (Rupees Ten Crore only)** to be furnished to you by Messrs _____ (hereinafter referred to as "the Tenderer") in terms of their contract with you **Lifting and transportation of packed coin bags from India Government Mint premises, Noida to RBI New Delhi, Currency Chests in NCT and other RBI Offices in India** as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated ____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of **₹ 10,00,00,000/- (Rupees Ten Crore only)** against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Tenderer of any of the terms and conditions contained in the said Contract and in the event of the Tenderer making any default or default in carrying out any of the work under the said Contract or

otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of **₹ 10,00,00,000/- (Rupees Ten Crore only)** as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Tenderer.

2. Notwithstanding anything to the contrary, your decision as to whether the Tenderer has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof shall be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Tenderer after expiry of the relative guarantee period of the said Contract and after the Tenderer had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which shall be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You shall have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Tenderer or to postpone for any time or from time to time any of your rights or powers against the Tenderer and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Tenderer or any other forbearance, act or omission on your part or any indulgence by you to the Tenderer

or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained shall enlarge our liability hereunder beyond the limit of **₹10,00,00,000/- (Rupees Ten Crore only)** as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Tenderer or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Tenderer.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee shall cover all your claim or claims against the Tenderer from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Tenderer or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but shall ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and Tenderer or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to **₹ 10,00,00,000/- (Rupees Ten Crore only)**. Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____



**Reserve Bank of India
Issue Department
New Delhi**

**PART- II
(Price
Bid)**

**Lifting and transportation of packed coin bags from India
Government Mint premises, Noida to RBI New Delhi,
Currency Chests located in NCT and other RBI offices in
India**

Supply of labour and transport for lifting and movement of packed coin bags from India Government Mint premises, Noida to RBI New Delhi, Currency Chests in NCT and other RBI Offices in India

ITEM NO	DESCRIPTION	Unit of measurement	Rate in Rupees (INR only)
1	Lifting, loading and stacking of packed coin bags (weight ranging from 6 to 20 kg) from India Government Mint vaults/RBI Vaults with the help of adequate labour and transportation of packed coin bags in metal-bodied covered trucks/canters, preferably bullet / tamper proof with locking arrangements from India Government Mint, NOIDA to Bank's office at 6, Sansad Marg, New Delhi and/or to various currency chests/small coin depots maintained at designated bank branches within NCR, Delhi and unloading and stacking of packed coin bags at destination. The work includes loading, unloading, weighing, carting, stacking of packed coin bags, all charges and taxes. The rate shall be quoted for one truck (inclusive all above mentioned works consolidated up to 100 km)	Lumpsum	
2	Lifting, loading and stacking of packed coin bags (weight ranging from 6 to 20 kg) from India Government Mint vaults/RBI Vaults with the help of adequate labour and transportation of packed coin bags in metal-bodied covered trucks/canters, preferably bullet / tamper proof with locking arrangements from India Government Mint, NOIDA to Bank's office at 6, Sansad Marg, New Delhi / to various RBI offices in different cities in India and mainly those at Ahmedabad, Bhopal, Bhubaneshwar Chandigarh, Jaipur, Jammu,	Per KM	

<p>Kanpur, Lucknow, Nagpur, etc. The rates shall be inclusive of loading, unloading, weighing, carting, stacking of packed coin bags, all charges and taxes, charges for return trip etc. The payment shall be made for one side distance only.</p>		
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Notes to Price Bid:-

1. The Tenderers are advised to visit the site/s of work/s viz. India Government Mint, Noida and acquaint themselves with the site conditions before tendering. **The tenderer/s should quote rates for all the items of work and no part item of work shall be contracted.** The Tenderer or his authorized representative should be present to supervise the work of mazdoors and should remain at the work-site if the work under the contract is in progress.
2. The GPS system for trucks should be provided for tracking the vehicles.
3. The loading and unloading of packed note boxes and coin bags shall have to be carried out in a closed area called the safety yard. The size of bullet proof / metal-bodied covered trucks / containers with locking arrangements to be provided should preferably be such that they can be taken into the yard for loading and unloading purposes.
4. The rate quoted should be all inclusive of all charges and taxes, vehicle hire charges, labour charges, loading / unloading charges, insurance charges, charges for security arrangements, night detention charges, **charges for return trip etc.** No extra charges shall be payable except the quoted rates.
5. Purely to illustrate the scope of work, it is clarified that the Activities/quantities in a year may be as under:
 - (a) For items no. 1 :approx. 74 (trucks) in a year;;
 - (b) For items no. 2 :approx. 1,03,700KM in a year;

Activities / quantities mentioned above are indicative only as per experience and may vary in the future works. The said Activities / quantity /scope of works mentioned above shall not be considered as basis for payments. Payments shall be made on the actual works done basis only.