



**RESERVE BANK OF INDIA
ISSUE DEPARTMENT
GUWAHATI**

Notice Inviting Tender

Transportation of coin bags from RBI Guwahati to Currency Chests located in the seven north eastern states

Reserve Bank of India
Pan Bazar, Guwahati - 781001

E-Tender No. RBI/Guwahati/Issue/19/20-21/ET/576

RBI Guwahati invites E-tenders under Two – Bid system (Technical & Financial Bid) from reputed and experienced transport contractors (with at least 3 years' experience) for transportation of coin bags from RBI Guwahati to Currency Chests located in the seven north eastern states from April 01, 2021 to March 31, 2022. The agreement shall be for a period of one year (April 01, 2021 to March 31, 2022) and annually extendable up to two more years subject to mutual consent of both the parties and based on the performance of the service provider/s.

For the above contract, tenderers should submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects along with refundable EMD of ₹1,00,000/- on or before **March 15, 2021 by 12.00 PM**. The technical bids will be opened electronically on **March 15, 2021 after 02:00 PM**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Tender document can be downloaded from websites www.rbi.org.in and www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp. 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.

**The Regional Director
Reserve Bank of India
Guwahati**



RESERVE BANK OF INDIA

Issue Department, Guwahati

RBI/Guwahati/Issue/19/20-21/ET/576

e-TENDER FOR

Transportation of Coins

Name of the Tenderer _____

Address _____

**Date of Pre-Bid meeting: Venue: Issue Department, 2nd floor, Reserve Bank of India,
Guwahati at 3:30 PM on February 26, 2021**

Due Date and time of Submission of e-Tender : 12:00 PM on March 15, 2021

DISCLAIMER

Reserve Bank of India, Issue Department, Guwahati, (RBI Guwahati) has prepared this document to give background information on the Contract to the interested parties. While RBI Guwahati has taken due care in the preparation of the information contained herein and believe it to be in order, neither RBI Guwahati nor any of its authorities or agencies nor any of their respective officers, employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

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

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A. Notice Inviting Tender

Reserve Bank of India
Pan Bazar, Guwahati - 781001

RBI Guwahati invites E-tenders under Two – Bid system (Technical & Financial Bid) from reputed and experienced transport contractors (with at least 3 years' experience) for transportation of coin bags from RBI Guwahati to Currency Chests located in the seven north eastern states from April 01, 2021 to March 31, 2022. The agreement shall be for a period of one year (April 01, 2021 to March 31, 2022) and annually extendable up to two more years subject to mutual consent of both the parties and based on the performance of the service provider/s.

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**The Regional Director
Reserve Bank of India
Guwahati**

B. Scope of Work

Transport Government Treasure (coins) from RBI Guwahati to various currency chests located in the seven North East States, viz, Arunachal Pradesh, Assam, Meghalaya, Manipur, Mizoram, Nagaland and Tripura.

C. SCHEDULE OF TENDER (SOT)

A	E-Tender no	RBI/Guwahati/Issue/19/20-21/ET/576
B	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Financial Bid through www.mstcecommerce.com/eprochome/rbi)
C	Date of NIT available to parties	February 19, 2021 at 12.00 AM onwards
D	Pre-Bid meeting	February 26, 2021 at 03.30 PM
E	Venue of Pre-Bid meeting	Venue:– Issue Department, Reserve Bank of India, Panbazar, Guwahati – 781 001
F	Estimated value of contract	₹ 50,00,000/-
G	Transaction fees	0.05% of contract value+18% GST
H	Date of Starting of e-Tender for submission of online Technical Bid and Financial Bid at www.mstcecommerce.com/eprochome/rbi	February 19, 2021 after 12.00 AM
I	Date of closing of online e-tender for submission of Technical Bid and Financial Bid.	March 15, 2021 by 12.00 PM
J	Date & time of opening of Part-I (i.e. Technical Bid)	March 15, 2021 after 02:00 PM

D. Eligibility Criteria

1	Tenderer should be a reputed and licensed transport contractor.
2	Tenderer should have at least 3 years of experience.
3	Tenderer should have Minimum three trucks with capacity to carry maximum 9000 Kgs of treasure and height not more than 10 feet.
4	Tenderer should be of substantial means and should have minimum yearly turnover of ₹100.00 lakhs during the last three consecutive years.
5	Tenderer should also maintain an account with one of the scheduled commercial banks. The name of the bank and nature of account maintained should be furnished.
6	Tenderer should have applicable and valid registrations with statutory authorities constituted for Labour Welfare and other purposes such as ESI, EPF, PAN, VAT, CST, Service Tax, GST (wherever applicable), etc. duly supported by documentary evidence and certificates of registration.

E. Cost of Tendering, EMD and Security Deposit

Cost of Tendering

Transaction fee at the rate 0.05% of contract value+18% GST shall be applicable. A Tenderer will not have the access to online e-tender without making the payment towards transaction fee. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process. Transaction fee is not refundable.

Earnest Money Deposit (EMD) as Tender Security

Tenderers need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. No interest will be paid on EMD. EMD of the unsuccessful Tenderer(s) will be refunded by the tender inviting authority. The EMD of ₹ 1,00,000/- (Rupees One Lakh only) is to be deposited in **account no. 8692299 & IFSC– RBIS0GWPA01** of RBI Guwahati (by NEFT only) on or before last date of submission of e-tender.

Security Deposit

The successful Tenderer shall deposit of ₹1,00,000/- (Rupees One Lakh Only) towards security deposit with the Reserve Bank of India, for performance of the contractual work. The amount is liable to be forfeited either fully or partially dependent upon the performance of the contractual work. Security Deposit of ₹1,00,000/- (Rupees One Lakh only) to be paid by way of NEFT to Reserve Bank of India, Guwahati **account no: 8691537 IFSC: RBIS0GWPA01** (0 is zero), within 10 days of intimation.

Performance Bank Guarantee

The successful Tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹1,00,00,000/- (Rupees One Crore Only). The PBG shall be valid for a period of two months after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG. Failure of the successful Tenderer to submit the Performance Bank Guarantee of ₹1,00,00,000/- (Rupees One Crore Only) or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such Tenderer.

The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.

F. E-Tendering Procedure (MSTC)

This is an e-procurement event of RBI Guwahati. The e-procurement service provider is MSTC Limited (MSTC). You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

Process of E-tender:

Registration

1. The process involves Tenderer's registration with MSTC e-procurement portal which is free of cost. Only after registration, the Tenderer(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid over the internet will be done.
2. The Tenderer should possess Class III signing type digital signing certificate (DSC). Tenderers are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI Guwahati is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
3. Tenderers are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt.Depts → RBI. Register as Tenderer by filling up details and creating own user id and password → Submit.
4. Tenderers will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.
5. In case of any clarification, please contact MSTC/RBI Guwahati, (before the scheduled time of the e- tender).

Transaction fee

1. The Tenderers shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the Tenderer login. The Tenderers have to select the particular tender from the event dropdown box. The Tenderer shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the Tenderer shall generate a challan by filling up a form.
2. The Tenderer shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the Tenderer

shall have the provision of making payment using its Credit/ Debit Card/ Net Banking.

3. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the Tenderer shall be receiving a system generated mail. Tenderers are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

Valid email ID and DSC (Digital Signature Certificate)

1. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of Tenderer with MSTC.
2. Tenderers are requested to ensure validity of their DSC. It is mandatory that all the bids are submitted with DSC otherwise the same will not be accepted by the system.

EMD and Transaction Fee

1. Tenderer(s) need to submit necessary EMD and Transaction fees (if any) to be eligible to bid online in the e-tender.
2. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful Tenderer(s) will be refunded by the tender inviting authority.

Bidding

1. The process involves Electronic Bidding for submission of Technical and Financial/Price Bid.
2. The Tenderer(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt. depts. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
3. The Tenderer should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the Tenderer will not be able to save/submit his Technical bid.
4. After filling the Technical Bid, Tenderer should click 'save' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to

filled up and then Tenderer should click on “save” to record their financial bid. Once both the Technical bid & financial bid has been saved, the Tenderer can click on the “Final submission” button to register their bid.

5. Tenderers are instructed to use “Attach Doc” button to upload documents. Multiple documents can be uploaded.
6. In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.

General Instructions

1. During the entire e-tender process, the Tenderers will remain completely anonymous to one another and also to everybody else.
2. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
3. 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 **RBI Guwahati** will form a binding contract between **RBI Guwahati** and the Tenderer for execution of supply.
4. **RBI Guwahati** reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
5. No deviation of the terms and conditions of the tender document is acceptable.
6. Submission of bid in the e-tender floor by any Tenderer confirms his acceptance of terms & conditions for the tender.
7. No deviation to the technical and financial terms & conditions are allowed.
8. **RBI Guwahati** has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
9. Tenderers are requested to read the Tenderer guide and see the video in the page
10. www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

G. <u>Instructions to Tenderers</u>	
1. Amendment of Tender Document	<ol style="list-style-type: none"> 1. At any time prior to the deadline for submission of Tenders, RBI Guwahati may amend this document by issuing amendments / corrigendum on e-portal. 2. Any amendments / corrigendum issued shall be a part of this document. 3. To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Tenders. RBI Guwahati may, at its discretion, extend the deadline for the submission of Tenders.
2. Documents comprising the Tender	<p>The Tender shall comprise the following:</p> <p>Notice Inviting Tender</p> <ol style="list-style-type: none"> 1. Technical Bid Details and supporting Documents 2. Financial Bid Details and supporting Documents 3. Earnest Money Deposit 4. Performance Bank Guarantee to be furnished by the successful tenderer after award of contract. 5. Contract Agreement
3. Period of Validity of Tenders	<ol style="list-style-type: none"> 1. The Tender validity period shall be 90 days from the last date of the submission of tender 2. In exceptional circumstances, prior to the expiration of the Tender validity period, RBI Guwahati may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing
1. Submission, Sealing and Marking of Tenders	<ol style="list-style-type: none"> 1. Tenderers shall follow the electronic Tender submission procedures specified in the Instructions regarding Tendering Procedure. 2. Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document. 3. No Tender after the deadline shall be allowed on the e-portal. 4. If desired / prescribed information is not submitted RBI Guwahati will assume no responsibility for rejection of Tender. 5. RBI Guwahati may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.
2. Tender Opening	<ol style="list-style-type: none"> 1. RBI Guwahati shall open the Tender electronically on the notified date.
	Information relating to the evaluation of Tenders shall not be

3. Confidentiality	disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.
4. Clarification of Tenders	<ol style="list-style-type: none"> 1. To assist in the examination, evaluation, comparison of the Tenders and qualification of the Tenderers, RBI Guwahati may, at its discretion, ask any Tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a Tenderer that is not in response to a request by RBI Guwahati shall not be considered. RBI Guwahati's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI Guwahati in the evaluation of the Tenders. 2. If a Tenderer does not provide clarifications of its Tender by the date and time set in RBI Guwahati's request for clarification, its Tender shall be liable to be rejected.
5. Qualification of the Tenderer	RBI Guwahati shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria.
6. RBI GUWAHATI's Right to Accept Any Tender, and to Reject Any or All Tenders	RBI Guwahati reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out rightly.
7. Notification of Award	Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful Tenderer shall take over entire work within 7 days of notification of award of work.
8. Indicative Terms and Conditions which shall form part of the final Contract Agreement with the successful bidder	<p>There will be more than one successful bidder. In order to avoid complete reliance on one contractor and pave the way for smooth and timely supply of coins to / by RBI Guwahati's premises, the work will be distributed based on kilometers covered during the year. The division of work will be as under:</p> <p>In the event of there being more than one L1 bidder, the entire work will be equally distributed {(50:50), (33.3:33.3:33.3)} etc. among the L1 bidders.</p> <ul style="list-style-type: none"> • Otherwise, the entire work will split between L1 and L2 in the ration of 60:40 (approx.) subject to the L2 bidder agreeing to accept the rates offered and accepted by L1 bidder. This is without any prejudice to the supply capacity of L1 bidder and is only meant to reduce complete reliance on one contractor. • In case L2 bidder is not agreeable to match L1 rate then L3, L4,...etc. bidders in that order shall be given opportunity to match L1 rate for awarding the balance 40% work. • If L2, L3, L4, etc. are not agreeable to match the offered rate of L1, then the balance estimated work (40%) will also be awarded to L1 bidder

	<ul style="list-style-type: none"> The successful bidder, herein after called the Contractor, shall not assign the contract or any part thereof or any benefit or interest therein to any other party. The Contractor shall not sublet any portion of the Contract. In case of breach of these conditions, RBI Guwahati may rescind the Contract whereupon the security deposit shall stand forfeited to RBI Guwahati, without prejudice to other remedies available to RBI Guwahati against the Contractor.
<p>9. Signing of Contract</p>	<p>The successful tenderer shall execute an agreement with RBI Guwahati on non-judicial stamp paper of value not less than ₹100/- within 07 days of award of work. The stamp duty shall be borne and paid by the Contractor. However, the issue of intimation of award of work by RBI Guwahati shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period of one year (April 01, 2021 to March 31, 2022), annually extendable up to two more years subject to annual review by RBI Guwahati of the performance of the contractor/s.</p>

H. General Conditions of Contract

1.	The tenderer shall obtain the Tender Document from the source stated by RBI Guwahati in the Invitation for Tenders; otherwise RBI Guwahati shall not responsible for the incompleteness of the Tender Document.
2.	Conditional tender shall not be entertained. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
3.	The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. 3.1 Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
4.	The price quoted shall only be in Indian rupees and inclusive of all taxes.
5.	Rates should be quoted on two way basis
6.	Bills will be settled on the basis of Shortest Distance as per Motoring Guide
7.	Rates should be quoted in figure mentioned in the schedule. No request for any change in rate or condition after the opening of tender will be entertained
8.	The tender submitted on behalf of a firm/company shall be digitally signed by a person who has the necessary legal authority to enter into the proposed contract on behalf of the firm/company, failing which the tender will be liable for rejection
9.	The agreement / contract for transportation of coin bags is in the nature of a rate contract. Rough estimated value of the total work would be around ₹50 lakhs in a year. RBI Guwahati neither promises nor assures any specific quantity of job under the contract
10.	The rates quoted and accepted should be inclusive of all taxes and other charges made applicable by the Government (Central and State) and local bodies
11.	Successful tenderer shall hereinafter be called "Contractor". RBI Guwahati will, under no circumstances be liable to reveal the criteria adopted for the selection of the Contractor to anybody, not officially concerned with such process, until information regarding award of contract is communicated to all Tenderers.
12.	Any attempt by Tenderer to influence the evaluation of Tenderer or contract award decision may result in the rejection of its Tender.
13.	Tenderers are required to give declaration whether any of their relative/s is/are employed in Reserve Bank of India (the Bank) and if so, in what position. If no relative is employed in the Bank the Tenderer should give a declaration to that effect
14.	RBI Guwahati does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons whatsoever
15.	On receipt of intimation from RBI Guwahati of the acceptance of the tender, the successful Tenderer shall be bound to implement the contract. The successful Tenderer shall sign an agreement within seven days in accordance with the draft agreement and the schedule of rates but the written acceptance of a tender will constitute a binding contract between RBI Guwahati and the applicant so tendering, whether such formal agreement is or is not subsequently executed.

16.	The contract period shall begin with effect from 1 st April 2021 and shall be initially for a period up to 31 st March 2022 which can be extended by the Bank at its discretion for further period(s) of specific duration(s) (one year at a time) but not more than 2 years commencing on 1 st April 2022.
17.	The Contractor who will be engaging 20 or more workmen will be required, before the commencement of the operations, to obtain a license from the office of the Assistant Labor Commissioner, Government of India, Guwahati as provided under Section 12(1) of the Contract Labor (Regulations and Abolition) Act, 1970 and Contract Labor (Regulations and Abolition) Central Rules, 1971 and Apprentices Act, 1961 and Workmen's Compensation Act, 1923 and their amendments and also comply with the other requirements of the above Acts
18.	It is specific obligation of the Contractor to pay wages which should not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 by the appropriate authority, and revised from time to time, to his contract labor, and all applicable dues payable as per the law of the land and that the Contractor is liable to provide all welfare measures to the contract labor as required under the Act and Rules. Further Contractor should not engage any child labor for the work mentioned in the contract
19.	Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act), 2013 The Contractor/Agency 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".
20.	In case of any complaint of sexual harassment is received in the Bank against the employee of the Contractor the complaint will be referred to the appropriate committee constituted under the said Act. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues
21.	The Contractor will be required to obtain necessary route permit and pay all relevant taxes on his own. He must ensure that the vehicles are fully insured and no claims in this regard shall be reimbursed by the Bank. The Contractor shall adhere to and abide by all the rules and regulations of the Motor Vehicle Act and other such Acts as per the law of the land.
22.	The RBI Guwahati will not accept any responsibility and shall not be liable for any damage/breakdown of the vehicle being used for escort duty. In case of any breakdown en-route, the Contractor must make alternate arrangements to move with the remittance within the shortest possible time and he will be liable for the smooth transport of the escort party with the remittance.
23.	In case of any breakdown when escorting the remittance container, the Contractor should be able to provide services of stand-by vehicle so that the remittance is not delayed
24.	In case the remittances are received/remitted beyond the scheduled time of arrival/departure due to any reason whatsoever, the Contractor shall not be entitled to any additional charges in this regard.
25.	The Contractor will have to submit a list of laborers (Drivers/Cleaners/Mechanics) whom she/he/they would engage when the contract is finalized and should give their complete names and addresses/recent passport photograph with character certificate & police verification.
26.	The contract entered into with the successful Tenderer shall be terminated by the Bank if anything adverse is reported against tenderer and / or employed laborers, by the Police any time during the period of contract.

27.	If any certificate/ documents enclosed or details furnished by the Tenderer(s) are found to be incorrect/fake/bogus/tampered with or information not disclosed, such of those tenderer shall be blacklisted and shall not be awarded any future work in RBI. Joint ventures or partnership firms or any other nature of firms in which such agencies are a party shall also not be awarded any future work.
28.	The Contractor agrees that he shall, at all times during the validity period of the agreement, within twelve hours from the receipt of written or verbal notice from the RBI Guwahati, arrange for the transport from or to various places and/or arrange as may be specified in the notice at places and at the time specified in such notice. However, the verbal notice for arrangement of vehicle shall be followed by a written advice.
29.	The instructions in the notice issued by RBI Guwahati shall be complied with by the Contractor even if it is necessary to work beyond the ordinary business hours or on the days declared as public holiday under any Statute/Act or Notification by the Govt. of India or the Govt. of Assam or any other State Governments.
30.	During exigencies or in urgent cases as may be decided by RBI Guwahati, it would be sufficient for RBI Guwahati to issue written/verbal notice of three hours instead of twelve hours to the Contractor and he shall have to comply with the same immediately.
31.	The Contractor shall ensure to the satisfaction of RBI Guwahati that the Container Trucks provided by him are insured, road-worthy and in very good condition (not more than ten years old). The final decision as to whether the vehicles meet the said requirements will be that of RBI Guwahati.
32.	Any notice (other than urgent notice) issued RBI Guwahati under Para-24 above may be countermanded by the General Manager / Deputy General Manager by issuing a separate notice or by telephone followed by written communication not less than one hour before the time fixed for transport of personnel. In such an event, RBI Guwahati shall not be liable to make any payment to the Contractor by way of remuneration, compensation or otherwise.
33.	The Contractor must ensure adequate insurance cover at all times for all the vehicles and laborers employed for carrying out the obligations under the contract and under no circumstances RBI Guwahati would be held liable for any damage caused.
34.	The time schedule/arrival of the Transport Vehicles at RBI Guwahati as well as at the destinations should be strictly adhered to by the Contractor, failing which RBI Guwahati will have the right to adjust all the charges borne by RBI Guwahati on account of the delay.
35.	The Contractor should all the time ensure that the Transport Vehicle/s is/are not overloaded so as to comply with the road safety norms prescribed by Transport Department from time to time.
36.	The Contractor should maintain utmost secrecy on movement of police and shall not divulge sensitive information on receipt, storing, dispatch of remittance and other such sensitive matters to anybody.
37.	The Contractor will be paid charges for services rendered through NEFT/ECS at the rates mentioned in the Schedule to the Agreement. The said charges offered are fixed for the one contract period and no revision is possible during the contract period. Applicable taxes will be deducted at source. Income Tax and other applicable taxes as per the prevailing rates in respect of all bills of the contract shall be deducted at source while making payments. No other charges will be paid by Bank to the Contractor.
38.	During the transit, if the vehicles are damaged due to accident, theft, or any other reason whatsoever, the Contractor will be liable for the loss or damage caused

39.	If it comes to the notice of RBI Guwahati that on account of default of the Contractor there has been insufficiency, delay, failure or such other deficiency in the transport and delivery of remittance to the destination, RBI Guwahati shall have the right to cancel the requisition given to the Contractor. In such an event, where RBI Guwahati shall make alternative arrangements for the Transport Vehicles, the Contractor will be held liable for all the extra expenses incurred by RBI Guwahati and damages in this regard irrespective of whether a fine is imposed or not.
40.	In the event of any delay by the Contractor in complying with the instructions in the notice issued by RBI Guwahati, the General Manager / Deputy General Manager may, at his discretion impose of fine of Rs.1000/-(Rupees One Thousand only) for every hour of delay or part of an hour's delay on pro-rata basis
41.	The amount of damages or loss suffered by RBI Guwahati and any fine imposed may be deducted by RBI Guwahati from the charges payable to the Contractor and/or recovered from him.
42.	The Contractor shall declare and submit to RBI Guwahati, a copy each of the valid permit issued by RTO up to date vehicles' tax paid receipt and insurance cover respectively. The Contractor shall also ensure that the driver of the transport vehicle has a valid driving license all the time. The Contractor will indemnify and keep indemnified RBI Guwahati against any loss, costs, charges and expenses incurred or suffered by RBI Guwahati on account of lack of said permit, driving license, insurance cover, etc.
43.	The Contractor shall not disclose directly or indirectly any information, material and details of RBI Guwahati's infrastructure/systems/equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with the contract, to any third party and shall at all times hold the same in strictest confidence.
44.	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 RBI Guwahati.
45.	The Contractor shall indemnify RBI Guwahati 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 RBI Guwahati shall be entitled to claim damages and pursue legal remedies.
46.	The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information are fully satisfied
47.	The Contractor's obligations with respect to the non-disclosure and confidentiality will survive for a period of five (5) year post termination of the contract for whatever reason.
48.	It is to be duly noted that in case of any / all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
49.	In the event of any dispute/difference of opinion between the parties as to whether any liability has arisen on the Contractor, the decision of the Regional Director, RBI Guwahati shall be final and binding
50.	If the Contractor 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 RBI Guwahati and the same shall be final and binding.

51.	All disputes and differences of any kind, arising out of or in connection with the contract shall be resolved by ARBITRATION only (in accordance with and subject to the provision of ARBITRATION AND CONCILIATION ACT, 1996) and the arbitration shall be held in Guwahati only. The Courts at Guwahati High Court has jurisdiction to decide the disputes and differences.
52.	Contract may, within the period mentioned, be terminated by either of the two parties to it, giving to the other party three months' notice in writing of such termination
53.	In case of frequent or continued delay or in case of any breach by the Contractor of any provisions of the contract, the contract may be terminated by the Regional Director, RBI Guwahati forthwith whether any penalty as herein before provided for such delay or breach has been imposed or not.
54.	Successful tenderer/s shall execute a Performance Bank Guarantee of ₹1,00,00,000/- (Rupees One Crore Only) in favor of 'Reserve Bank of India, Guwahati' within 15 days of the receipt of the letter of award of work. The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider.
55.	In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee of the agency will be liable to be forfeited/invoked besides annulment of the contract
56.	The agreement between the successful Tenderer/s and RBI Guwahati will be signed within 07 days of letter of award of work. The agreement shall be executed in duplicate. RBI Guwahati shall retain the original and the Service Provider, the duplicate. The stamp duty shall be borne and paid by the Service Provider.
57.	The agency and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the agency and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the agency and its staff shall apply during the term of agreement and indefinitely after the term of agreement. The agency and its staff shall also not disclose directly or indirectly any information and details of the RBI Guwahati's infrastructure / systems/ equipment, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this empanelment, to any third party and shall at all times hold the same in strictest confidence. It shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of RBI Guwahati. The agency 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 and the Bank shall be entitled to claim damages and pursue legal remedies.

I. Standard Formats of Technical and Financial/Price Bids

Form 1	Details of Technical bid
Form 2	Details of Financial/Price bid

PART I – TECHNICAL BID

NAME OF THE TENDERER: _____

ADDRESS: _____

CONTACT NO: _____

Technical Bid by the Tenderer

(To be given on applicant's letter head)

Name of the tenderer:

Address:

Sl. No.	Particulars	Details to be filled in by the tenderer
1.	Name of the Organization	
	<p>(a) Type of organization – (whether Proprietorship / Partnership /LLP /Pvt. Ltd/ Ltd Company).</p> <p>(b) Date of establishment</p> <p>(c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship).</p> <p>Please enclose relevant documents in support of the same.</p>	
2.	Name of the proprietor / partner / directors of organization with designation	
3.	<p>Regd. Office/ Business Address of the organization along with Telephone No, Mobile No, Fax No and e-mail.</p> <p>(a) Whether having own office in Guwahati</p> <p>(b) Address of the local office at Guwahati / it's Head Office.</p> <p>(c) Name of the authorized official and his/her Telephone number.</p> <p>Please enclose relevant documents in support of the same.</p>	
4.	Work Experience- Details of work experience as per the requirement in the Eligibility Criteria and	

	<p>Terms and Conditions supported by work orders, documents, and certificates.</p> <p>The details along with documentary evidence of previous experience, if any, of similar services for the Bank at any center or government / semi-government / public sector undertakings / banks / MNCs should also be given</p>	
5.	<p>Whether average annual business turnover of last three financial years is ₹ 100 lakhs.</p> <p>Supporting documents should be enclosed in proof of turnover.</p>	
6.	<p>Income Tax Returns of last three Financial years - F.Y. 2019-20, F.Y. 2018-19 and F.Y. 2017-18 (Self Attested Copy to be submitted)</p>	
7.	<p>Whether registered with Labour Department under the Contract Labour (R & A) act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, Indicate the date of registration. (A copy of certificate/registration to be submitted).</p>	
8.	<p>Name and address of the bankers. Please enclose a certificate in sealed envelope from the banker regarding financial standing as per format attached with this tender document. (Annex-I and II)</p>	
9.	<p>Name and address of the existing clients along with full details. The feedback from top three existing clients in Guwahati is required as per Annex III in sealed envelopes of clients</p>	
10.	<p>Number of bullet proof / metal bodies covered trucks having GPRS with locking arrangements owned by the Tenderer</p>	
11.	<p>Maximum no. of bullet proof / metal bodies covered trucks having GPRS with locking arrangements owned by the tenderer</p>	
12.	<p>The bank Account (IFSC Code and Account Number) where payments would be received by the organization.</p>	

Details of Fleet

Sr. No.	Type of Vehicle	Capacity	Date of Purchase (Age)	Registration Number of vehicles	Details of Fitness Certificate Issued by RTO	Insurance Valid Up to
1						
2						
3						
4						
5						

Copies of Documents required to be submitted for Technical Bid

1. Audited annual financial statements for F.Y. 2019-20, F.Y. 2018-19 and F.Y. 2017-18.
2. Income Tax Returns of last three Financial Years i.e. F.Y. 2019-20, F.Y. 2018-19 and F.Y. 2017-18.
3. Bankers certificate on financial standing ([Annex II](#))
4. Client Feedback ([Annex III](#)) Top 3 clients.
5. Documentary evidence of details of fleet.

The Bank reserves the right to call the proof/verify the furnished information.

DECLARATION

1. The above information is true to the best of my/our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.
3. I/We also agree that my/our Tender will 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 in writing between the Bank and tenderer. I/We also agree to keep the earnest money during the entire period of validity of tender.
4. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Signature

Name and seal of the TENDERER

Details of Bankers

(To be given on applicant's letterhead)

Particulars	Banker 1	Banker 2
Name of the Branch and its complete postal Address including IFSC and e-mail id.		
Name and Job-title of the Branch Manager/Relationship Manager along with his/her Telephone No(s) and E-mail id		
Type of Account and Account No The period from which the service provider has been banking with the Banker (specify number of years).		
Any other information which the service provider may like to furnish about its Bankers.		

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (To be arranged by the Tenderer)

(To be given by the banker on its letter head and in a sealed envelope addressed to RBI Guwahati)

1. Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.)
2. Name/s of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Nature of dealings and opinion thereon
6. The period from which the firm has been banking with the bank.
7. Any other remarks.
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹50 lakh.

(Signature)

Authorized Signatory of the Bank Branch

Note:

1. Bankers' certificates should be on letter head of the Bank, (in sealed cover).
2. The certificate to include names of all partners and directors of the party as recorded with the Bank.

CLIENT's CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR / AGENT

(To be given on its letterhead by client in sealed envelope)

1. Name & address of the Client
2. Details of Works executed by Shri /M/s
3. Name of work with brief particulars
4. Agreement No. and date
5. Agreement amount
6. Date of commencement of contract
7. Date of expiry of contract
8. Duration of relationship with the Agency
9. Details (Date of levy of penalty, Amount of penalty and reasons) of penalty levied for deficiencies in services rendered
10. Details of disputes with the agency during the contract
11. General Feedback on the quality of service by Agency
12. Rating of services rendered: Outstanding/Very Good/ Good/Satisfactory/ poor
13. Recommendation, if any or any other feedback

(Authorized signatory of the Client)

PART II – FINANCIAL BID

NAME OF THE TENDERER: _____

ADDRESS: _____

CONTACT NO: _____

Part - II (Price Bid)

[C] Rates to be paid per kilometer (including hilly terrain)

Sr. No.	Vehicle Type	Rate Per KM	Halting Charges per night if there is an overnight halt (in ₹)	Total Charges for one vehicle 100 km and one night halting and one day detention (in ₹)
1	Container Truck			

(i) Shortest Distance as per Google Maps will be accepted at the time of settling the transport bills.

(ii) Rates to be quoted per vehicle of load capacity on nine tonnes. Tenderer may note to refrain from quoting rates of any other tonnage / capacity.

(iii) Transportation rates must include charges for security, insurance and transportation and other incidental and miscellaneous charges.

(iv) Tenderers are advised to visit the site/s of work/s activities and acquaint themselves with the site conditions before tendering. The Tenderer/s should quote the rates for all the items of work and no part item of work will be contracted.

(v) The rates offered by the Tenderer for the above items shall be weighted as per the table given and weighted rates shall be added to arrive at a composite rate. The composite rates of the Tenderers shall be arranged in increasing order to arrive at the lowest (L1) rate Tenderer.

J. Prohibited Practices/ Situations leading to disqualification / rejection of tenders

1. The Bank requires that tenderers/suppliers/contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender.

(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;

(d) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender.

(e) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;

2. Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.

3. Incomplete forms, or bids received in any format other than the prescribed one or without

proper documentary evidence etc. will be out rightly and summarily rejected by the Bank.
4. Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
5. Tenders received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.
6. Tenders received after the due date and time shall be summarily rejected.
7. Conditional tenders shall be straightway rejected and no additional clause will be entertained.
8. No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD
9. Alternative Proposals / Time for Completion shall not be permitted

<u>K. Disclaimer</u>	
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.	RBI Guwahati reserves the right to modify, amend or supplement this document including all formats and Annexures.
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
<u>L. Queries/ Clarifications</u>	
1.	A Tenderer requiring any clarification of this document may raise enquiries during the pre-bid meeting which shall be held offline at RBI Guwahati.
2.	The tenderer's designated representative is invited to attend a pre-Bid meeting on February 26, 2021. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.
3.	Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a tenderer.
4.	For clarification purposes only, the Bank's address is: Issue Department, Second Floor, Reserve Bank of India, Pan Bazar, Guwahati - 781001 Contact Official: E-mail ids: tamannamooshahary@rbi.org.in pthorve@rbi.org.in prasenjitroy@rbi.org.in issueguwahati@rbi.org.in